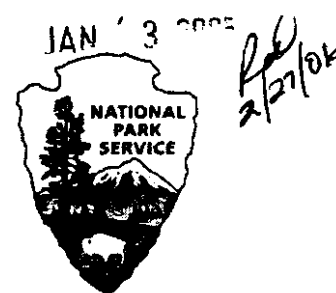




United States Department of the Interior

NATIONAL PARK SERVICE

Pacific West Region
1111 Jackson Street, Suite 700
Oakland, California 94607-4807



IN REPLY REFER TO
C3823(PWR-CM)

DEC 27 2005

Andrew N. Todd
President and CEO
Xanterra Parks and Resorts, Inc.
6312 S. Fiddlers Green Circle, Suite 600 N
Greenwood Village, CO 80111

Dear Mr. Todd:

Pending the development of a prospectus for a new concession contract covering the visitor services you were currently providing Death Valley National Park under the concession contract CC-DEVA001-84, the National Park Service hereby authorizes you to continue operation of services through December 31, 2006 or until such time as a new concession contract is awarded, whichever occurs first. The terms and conditions of the concession permit remain the same. Your acceptance of continuation of operation does not affect any rights that you may have under the terms of Public Law 105-391 to the award in the new concession contract covering the current concession operation.

After making a copy of this letter for your records, please indicate your acceptance of this authorization by signing below on the acceptance line and returning the same copy to this office, attention: Anne Dubinsky.

Sincerely,

Jonathan B. Jarvis
Jonathan B. Jarvis
Regional Director, Pacific West Region

Accepted by: *Xanterra Parks & Resorts, Inc.*

By: *Andrew N. Todd* President + CEO
Concessioner Signature and Title

2-9-1-06
Date

TAKE PRIDE
IN AMERICA 



United States Department of the Interior

NATIONAL PARK SERVICE

Pacific West Region
1111 Jackson Street, Suite 700
Oakland, California 94607-4807



IN REPLY REFER TO:
C3823(PWR-CM)

DEC 23 2004

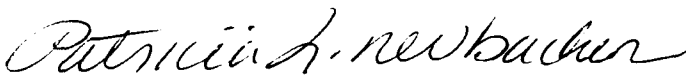
Andrew N. Todd
Xanterra Parks and Resorts, Inc
President and CEO
6312 S. Fiddlers Green Circle
Suite 600 N
Greenwood Village, CO 80111

Dear Mr. Todd

Pending the development of a prospectus for a new concession contract covering the visitor services you were currently providing Death Valley National Park under concession contract CC-DEVA001-84, the National Park Service hereby authorizes you to continue operation of the services through December 31, 2005 or until such time as a new concession contract is awarded, whichever occurs first. The terms and conditions of the concession contract remain the same. Your acceptance of continuation of operation does not affect any rights that you may have under the terms of Public Law 105-391 to the award in the new concession contract covering the current concession operation.

After making a copy of this letter for your records, please indicate your acceptance of this authorization by signing below on the acceptance line and returning same copy to this office, Attention: Anne Dubinsky.

Sincerely,



Jonathan B. Jarvis
Regional Director, Pacific West Region

Accepted: *Xanterra Parks & Resorts, Inc.*

By:

Andrew N. Todd President & CEO
Concessioner Signature and Title

Date

1/19/05

TAKE PRIDE[®]
IN AMERICA 

[Federal Register: February 22, 2005 (Volume 70, Number 34)]
 [Notices]
 [Page 8627]
 From the Federal Register Online via GPO Access [wais.access.gpo.gov]
 [DOCID:fr22fe05-109]

DEPARTMENT OF THE INTERIOR

National Park Service

Continuation of Visitor Services

AGENCY: National Park Service, Interior.

ACTION: Public notice.

SUMMARY: Pursuant to the terms of existing concession contracts, public notice is hereby given that the National Park Service intends to request a continuation of visitor services for a period not-to-exceed 1 year from the date of contract expiration.

SUPPLEMENTARY INFORMATION: The contracts listed below have been extended to maximum allowable under 36 CFR 51.23. Under the provisions of current concession contracts and pending the completion of the public solicitation of a prospectus for a new concession contract, the National Park Service authorizes continuation of visitor services for a period not-to-exceed 1 year under the terms and conditions of the current contract as amended. The continuation of operations does not affect any rights with respect to selection for award of a new concession contract.

CONCID	Concessioner name	Park
CABR001.....	Cabrillo Historical Association (Cabrillo National Monument Foundation.	Cabrillo NM.
DEVA001.....	Scotty's Castle.....	Death Valley NP.
DEVA002.....	Stovepipe Wells.....	Death Valley NP.
GOGA001.....	Blue and Gold Fleet, L.P..	Golden Gate NRA.
GOGA007.....	Golden Gate National Park Assn..	Golden Gate NRA.
GOGA008.....	Louis' Restaurant.....	Golden Gate NRA.
LACH003.....	Lake Chelan Recreation, Inc. (North Cascades Stehekin Lodge).	Lake Chelan NRA.
LAME001.....	Cottonwood Cove Resort	Lake Mead NRA.
LAME003.....	Lake Mead Resort.....	Lake Mead NRA.
LAME005.....	Calville Bay Resort...	Lake Mead NRA.
LAME006.....	Las Vegas Boat Harbor.	Lake Mead NRA.
LAME007.....	Lake Mohave Resort....	Lake Mead NRA.
LAME008.....	Overton Beach Marina..	Lake Mead NRA.

LAME010.....	Echo Bay Resort.....	Lake Mead NRA.
MORA001.....	Rainier	Mount Rainier NP
	Mountaineering, Inc..	
MORA004.....	John P. Squires.....	Mount Rainier NP
MUWO001.....	Aramark Leisure	Muir Woods NM.
	Services.	
OLYM001.....	ARAMARK Sports and	Olympic NP.
	Entertainment	
	Services, Inc.	
	(Kalaloch Lodge,	
	Inc.).	
OLYM005.....	Crescent West.....	Olympic NP.
ROLA003.....	Ross Lake Resort.....	Ross Lake NRA.
WHIS001.....	Oak Bottom Marina.....	Whiskeytown NRA.

EFFECTIVE DATE: January 2, 2005.

FOR FURTHER INFORMATION CONTACT: Jo A. Pendry, Concession Program
Manager, National Park Service, Washington, DC, 20240 Telephone, 202/
513-7156.

Dated: December 30, 2004.
Alfred J. Poole, III,
Acting Associate Director, Administration, Business Practices and
Workforce Development.
[FR Doc. 05-3332 Filed 2-18-05; 8:45 am]

BILLING CODE 4312-53-M

[Federal Register: January 9, 2004 (Volume 69, Number 6)]
 [Notices]
 [Page 1601]
 From the Federal Register Online via GPO Access [wais.access.gpo.gov]
 [DOCID:fr09ja04-94]

DEPARTMENT OF THE INTERIOR

National Park Service

Concession Contracts and Permits

AGENCY: National Park Service, Interior.

ACTION: Public notice.

SUMMARY: Pursuant to the terms of existing concession contracts, public notice is hereby given that the National Park Service intends to request a continuation of visitor services for a period not-to-exceed 1 year from the date of contract expiration.

SUPPLEMENTARY INFORMATION: The contracts listed below have been extended to maximum allowable under 36 CFR 51.23. Under the provisions of current concession contracts and pending the completion of the public solicitation of a prospectus for a new concession contract, the National Park Service authorizes continuation of visitor services for a period not-to-exceed 1 year under the terms and conditions of the current contract as amended. The continuation of operations does not affect any rights with respect to selection for award of a new concession contract.

CONCID	Concessioner name	Park
DEVA001.....	Scotty's Castle...	Death Valley NP.
DEVA002.....	Stovepipe Wells...	Death Valley NP.
GOGA008.....	Louis' Restaurant.	Golden Gate NRA.
KALA001.....	Molokai Mule Ride.	Kalaupapa NHP.
LAME002.....	Lake Mead RV Village.	Lake Mead NRA.
LAME003.....	Lake Mead Resort..	Lake Mead NRA.
LAME005.....	Calville Bay Resort.	Lake Mead NRA.
LAME006.....	Las Vegas Boat Harbor.	Lake Mead NRA.
LAME008.....	Overton Beach Marina.	Lake Mead NRA.
LAME010.....	Echo Bay Resort...	Lake Mead NRA.
MUWO001.....	Aramark Leisure Services.	Muir Woods NM.
OLYM001.....	Kalaloch Lodge....	Olympic NP.
OLYM005.....	Crescent West.....	Olympic NP.
OLYM008.....	Sol Duc Hot Springs Resort.	Olympic NP.
ROLA003.....	Ross Lake Resort..	Olympic NP.

WHIS001..... Oak Bottom Marina. Whiskeytown NRA.

EFFECTIVE DATE: January 2, 2004.

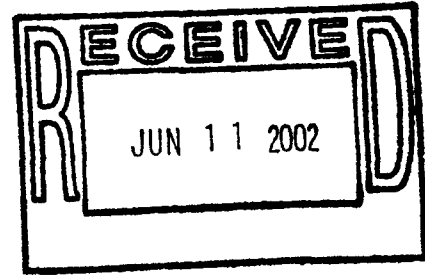
FOR FURTHER INFORMATION CONTACT: Cynthia Orlando, Concession Program
Manager, National Park Service, Washington, DC 20240, Telephone, 202/
513-7156.

Dated: December 24, 2003.

Richard G. Ring,
Associate Director, Administration, Business Practices and Workforce
Development.

[FR Doc. 04-410 Filed 1-8-04; 8:45 am]

BILLING CODE 4312-53-M



C3823(2410)

JUN - 6 2002

Mr. Andrew N. Todd
President & CEO
Xanterra Parks and Resorts
14001 East Iliff Avenue
Suite 600
Aurora, Colorado 80014

Dear Mr. Todd:

Thank you for your letter of May 8, 2002, and follow-up concerning the identification of the ultimate parent corporation, Pacific Trail Holdings, LLC, as well as the parent corporations Xanterra Holding Corporation and Xanterra Inc.

Our review of the certificate of name changes indicates the following:

1. Amfac Holdco, LLC to Pacific Trail Holdings, LLC
2. APR Newco, Inc. to Xanterra Holding Corporation
3. Amfac Parks and Resorts, Inc. to Xanterra, Inc.
4. Amfac Recreational Services, Inc. Xanterra Parks and Resorts, Inc.
5. Amfac Resorts, LLC to Xanterra Parks and Resorts, LLC

Xanterra Parks and Resorts, Inc., will be the National Park Service Concessioner of Record for the following:

1. Bryce Canyon NP
2. Crater Lake NP
3. Everglades NP
4. Grand Canyon NP - North Rim
5. Mt. Rushmore NM
6. Death Valley NP - Scotty's Castle
7. Yellowstone NP
8. Zion NP

Xanterra Parks and Resorts, LLC, will be the National Park Service Concessioner of Record for the following:

1. Grand Canyon NP - South Rim
2. Petrified Forest NP
3. Death Valley NP - Stovepipe Wells

We understand you are working on a refinancing transaction and, in compliance with 36 CFR Part 51, will be submitting it for review. We look forward to working with you on this action as well.

Sincerely,
(Sgd.) Fran P. Mainella

Fran P. Mainella
Director

bcc: MWRO - Poole
SERO - Benedetti
IMRO - Jennings
PWRO - Sisto
SOL-Barkin
YELL-Good
CPC-O'mary

FNP:O'Mary/Corlando:eds:565-1212:5/30/02:h:\XANTERRA

DEPARTMENT OF THE INTERIOR

National Park Service

Concession Contracts and Permits: Expiring Contracts; Extension

AGENCY: National Park Service, Interior.

ACTION: Public notice.

SUMMARY: Pursuant to the terms of existing concession contracts, public notice is hereby given that the National Park Service intends to request a continuation of visitor services until December 31, 2003, or until such time as a new contract is awarded, whichever occurs sooner.

SUPPLEMENTARY INFORMATION: The contracts listed below have been extended to the maximum allowable under 36 CFR 51.23. Under the provisions of current concession contracts and pending the development and public solicitation of a prospectus for a new concession contract, the National Park Service authorizes continuation of visitor services for a period not-to-exceed December 31, 2002, or until such time as a new contract is awarded, whichever occurs sooner, under the terms and conditions of current contracts as amended. The continuation of operations does not affect any rights with respect to selection for award of a new concession contract.

Concessioner ID No. Concessioner name Par

DEVA001..... Amfac Hotels & Resorts... Death Valley National Par
DEVA002..... Amfac Hotels & Resorts... Death Valley National Par

[[Page 78241]]

GOGA001..... Blue & Gold Fleet, LP.... Golden Gate NRA.
GOGA008..... Louis' Restaurant..... Golden Gate NRA.
LAME002..... Lakeshore Trailer Village Lake Mead NRA.
LAME003..... Seven Resorts, Inc. (Lake Lake Mead NRA.

	Mead Resort).	
LAME005.....	Forever Resorts, Inc. (Callville Bay).	Lake Mead NRA.
LAME006.....	Las Vegas Boat Harbor....	Lake Mead NRA.
LAME008.....	Overton Beach Resort.....	Lake Mead NRA.
LAME010.....	Seven Resorts, Inc. (Echo Bay Resort).	Lake Mead NRA.
MUWO001.....	ARAMARK Leisure.....	Muir Woods National Monum
OLYM001.....	ARAMARK Corp.....	Olympic National Park.
OLYM005.....	Crescent West, Inc.....	Olympic National Park.
OLYM008.....	Sol Duc Hot Springs.....	Olympic National Park.

EFFECTIVE DATE: January 2, 2003.

FOR FURTHER INFORMATION CONTRACT: Cynthia Orlando, Concession Program
Manager, National Park Service, 1849 C Street, NW., (2410), Washington,
DC, 20240, Telephone 202/513-7144.

Dated: November 26, 2002.
Richard M. Cripe,
Associate Director, Administration, Workforce Development and Business
Practices.
[FR Doc. 02-32166 Filed 12-20-02; 8:45 am]
BILLING CODE 4310-70-M

DEPARTMENT OF THE INTERIOR

National Park Service

Concession Contracts and Permits: Extension of Expiring Contracts
for Up to One Year

AGENCY: National Park Service, Interior.

ACTION: Public notice.

[[Page 67301]]

SUMMARY: Pursuant to terms of existing concession contracts, public notice is hereby given that the National Park Service intends to request a continuation of visitor services for a period not-to-exceed one year from the date of contract expiration.

SUPPLEMENTARY INFORMATION: All contracts listed below have been extended to the maximum allowable under 36 CFR 51.23. Under the provisions of current concession contracts and pending the development and public solicitation of a prospectus for a new concession contract, the National Park Service authorizes continuation of visitor services for a period not-to-exceed one year under the terms and conditions of current contracts as amended. The continuation of operations does not affect any rights with respect to selection for execution of a new concession contract.

Concessioner Id No.	Concessioner name	Park
ACAD001.....	The Acadia Corporation.	Acadia National Park.
AMIS002.....	Lake Amistad Resort....	Amistad National Recreation Area.
BISO002.....	Eastern National.....	Big South Fork National Recreation Area.
AMIS003.....	Rough Canyon Marina....	Amistad National Recreation Area.
BLRI001.....	Southern Highland Guild	Blue Ridge Parkway.
BLRI002.....	Northwest Trading Post.	Blue Ridge Parkway.
BLRI009.....	Parkway Inn, Inc.....	Blue Ridge Parkway.
CACA001.....	The Cavern Supply Co...	Carlsbad Caverns National Park.
CACO003.....	Town of Truro.....	Cape Cod National Seashore.
CACO004.....	Charles W. Silva.....	Cape Cod National Seashore.
CAHA003.....	Hatteras Island Hotel..	Cape Hatteras National Seashore.
CHOH001.....	Fletcher's Boat House..	Chesapeake & Ohio Canal National

CUIS001.....	Lang Seafood, Inc.....	Historic Park. Cumberland Island National Seashore.
CURE001.....	Elk Creek Marina, Inc..	Curecanti National Recreation Area.
DEVA001.....	Amfac Hotels & Resorts.	Death Valley National Park.
DEVA002.....	Amfac Hotels & Resorts.	Death Valley National Park.
EVER001.....	TW Recreational Services.	Everglades National Park.
EVER002.....	Everglades Boat Company	Everglades National Park.
FIIS001.....	Howard T. Rose.....	Fire Island National Seashore.
FIIS004.....	Davis Park Ferry.....	Fire Island National Seashore.
GATE001.....	Jamaica Bay Riding Co..	Gateway National Recreation Area.
GATE002.....	Shields and Dean.....	Gateway National Recreation Area.
GATE013.....	Shields and Dean.....	Gateway National Recreation Area.
GLAC001.....	Glacier Park Boat Co...	Glacier National Park.
GLCA001.....	Aramark (Wilderness River Adv).	Glen Canyon National Recreation Area.
GLCA003.....	Aramark (Wahweap Lodge)	Glen Canyon National Recreation Area.
GOGA001.....	Blue & Gold Fleet, LP..	Golden Gate National Recreation Area.
GOGA002.....	Council of American Youth Hostels (Fort Mason).	Golden Gate National Recreation Area.
GOGA003.....	Council of American Youth Hostels (Fort Barry).	Golden Gate National Recreation Area.
GOGA008.....	Louis' Restaurant.....	Golden Gate National Recreation Area.
GRCA001.....	Amfac Hotels and Resorts.	Grand Canyon National Park.
GRCA004.....	Grand Canyon Trail Rides Verkamps, Inc.	Grand Canyon National Park.
GRCA005.....	Grand Canyon Trail Rides Verkamps, Inc.	Grand Canyon National Park.
GRSM002.....	LeConte Lodge LP.....	Great Smoky Mountains National Park.
GRTE009.....	Exum Mountain Guides...	Grand Teton National Park.
GWMP003.....	Belle Haven Marina.....	George Washington Memorial Parkway.
HOSP004.....	Libbey Memorial.....	Hot Springs National Park.
LAME002.....	Lakeshore Trailer Village.	Lake Mead National Recreation Area.
LAME003.....	Seven Resorts, Inc. (Lake Mead Resort).	Lake Mead National Recreation Area.
LAME006.....	Las Vegas Boat Harbor..	Lake Mead National Recreation Area.
LAME008.....	Overton Beach Resort...	Lake Mead National Recreation Area.
LAME010.....	Seven Resorts, Inc. (Echo Bay Resort).	Lake Mead National Recreation Area.
LAMR002.....	Marina at Lake Meredith	Lake Meredith National

MACA001.....	Miss Green River Boat..	Recreation Area. Mammoth Cave National Park.
MUWO001.....	ARAMARK Leisure Services, Inc.	Muir Woods National Monument.
NACE003.....	Buzzard's Point Boatyard.	National Capital Parks East.
OLYM001.....	ARAMARK Corp.....	Olympic National Park.
OLYM005.....	Crescent West, Inc.....	Olympic National Park.
OLYM008.....	Sol Duc Hot Springs....	Olympic National Park.
OZAR001.....	Alley Spring Canoe.....	Ozark National Scenic Riverway.
OZAR012.....	Aker's Canoe Rental....	Ozark National Scenic Riverway.
PAIS001.....	Padre Island Park Co...	Padre Island National Seashore.
PEFO001.....	Amfac Hotel & Resorts..	Petrified Forest National Park.
PRWI001.....	Prince William Travel Trailer Village.	Prince William Forest Park.
ROCR003.....	Golf Course Specialists	Rock Creek National Park.
ROMO001.....	Rex and Ruth Maughan (Trail Ridge Store).	Rocky Mountain National Park.
ROMO002.....	Hi Country Stables.....	Rocky Mountain National Park.
SERO.....	Eastern National.....	Southeast Regional Offices.
TICA001.....	Carl and Betsy Wagner..	Timpanogos Cave National Monument.
VIIS001.....	Caneel Bay, Inc.....	Virgin Islands National Park.
VIIS008.....	Caneel Bay, Inc.....	Virgin Islands National Park.
WHIS001.....	Oak Bottom Marina.....	Whiskeytown National Park.
YELL002.....	Hamilton Stores, Inc...	Yellowstone National Park.

[[Page 67302]]

ZION001..... Bryce/Zion Trail Rides. Zion National Park.

EFFECTIVE DATE: January 2, 2002.

FOR FURTHER INFORMATION CONTACT: Cynthia Orlando, Concession Program
Manager, National Park Service, Washington, DC, 20240, Telephone 202/
565-1210.

Dated: November 28, 2001.
Richard G. Ring,
Associate Director, Park Operations and Education.
[FR Doc. 01-31892 Filed 12-27-01; 8:45 am]
BILLING CODE 4310-70-M

DEPARTMENT OF THE INTERIOR

National Park Service

Extension of Expiring Contracts Up to One Year

AGENCY: National Park Service, Interior.

ACTION: Public notice.

SUMMARY: Pursuant to 36 CFR 51.23, public notice is hereby given that the National Park Service proposes to extend the following expiring concession contracts for a period of up to one year.

Concessioner identification No.	Concessioner name	Park
ANIA903.....	Katmai Guide Service.	Aniakchak National Monument and Preserve
ANIA904.....	King Guiding Service.	Aniakchak National Monument and Preserve
ANIA906.....	Cinder River Lodge...	Aniakchak National Monument and Preserve
ACAD001.....	The Acadia Corp.....	Acadia National Park
AMIS002.....	Lake Amistad Resort & Marina.	Amistad National Recreation Area
AMIS003.....	Rough Canyon Marina, 1144.	Amistad National Recreation Area
BADL001.....	Oglala Sioux Tribe (Cedar Pass Lodge).	Badlands National Park
BAND001.....	Bandelier Trading, Inc..	Bandelier National Monument
BEOL001.....	Bent's Old Fort Historical Assn..	Bent's Old Fort National Historic Site
BICA003.....	Horseshoe Bend Marina	Bighorn Canyon National Recreation Area
BICA007.....	Lucon Corp.....	Bighorn Canyon National Recreation Area
BISC002.....	Biscayne National Underwater Park Co.	Biscayne National Park
BISO001.....	LeConte Lodge Limited Partnership.	Big South Fork National Recreation Area
BLCA001.....	Rim House.....	Black Canyon of the Gunnison National

DENA009.....	Fantasy Ridge Alpinism, Inc..	and Preserve Denali National Park and Preserve
DENA010.....	American Alpine Institute.	Denali National Park and Preserve
DENA011.....	National Outdoor Leadership School.	Denali National Park and Preserve
DENA013.....	Wallace and Jerryne Cole (Camp Denali and North Face Lodge).	Denali National Park and Preserve
DENA015.....	Kantishna Roadhouse Company.	Denali National Park and Preserve
DENA016.....	Denali Backcountry Lodge, Inc..	Denali National Park and Preserve
DENA901.....	Alaska Remote Guide Service.	Denali National Park and Preserve
DENA904.....	Kichatna Guide Service.	Denali National Park and Preserve
DEVA001.....	Amfac Hotels & Resorts, Inc..	Death Valley National Monument
DEVA002.....	Amfac Hotels & Resorts, Inc..	Death Valley National Monument

[[Page 75297]]

DEWA002.....	Dingman's Campground.	Delaware Water Gap National Recreation Area
DINO010.....	Faron & Wayne Wilkins	Dinosaur National Monument
EVER002.....	Everglades National Park Boat Tours, Inc.	Everglades National Park
FIIS001.....	Howard T. Rose.....	Fire Island National Seashore
FIIS004.....	Davis Park Ferry.....	Fire Island National Seashore
FOMC001.....	Evelyn Hill, Inc.....	Fort McHenry National Monument and Historic Site
GAAR001.....	Richard Guthrie, Reg. Guide.	Gates of the Arctic National Park and Preserve
GAAR002.....	Highlander Guide Service.	Gates of the Arctic National Park and Preserve
GATE001.....	Jamaica Bay Riding Academy.	Gateway National Recreation Area
GATE002.....	Shields & Dean (Jamaica Bay).	Gateway National Recreation Area
GATE005.....	Beverly Parking, Inc.	Gateway National Recreation Area
GATE013.....	Shields & Dean (Riis Park).	Gateway National Recreation Area
GETT001.....	Gettysburg Tours, Inc..	Gettysburg National Military Park
GLAC001.....	Glacier Park Boat Company, Inc..	Glacier National Park
GLAC003.....	Mule Shoe Outfitters, Inc..	Glacier National Park
GLAC004.....	Glacier Wilderness Guides (Interim).	Glacier National Park

Travel.

Park

[[Page 75300]]

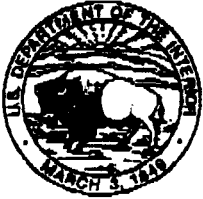
YELL303.....	Yellowstone Alpen Guides.	Yellowstone National Park
YELL304.....	International Leisure Hosts.	Yellowstone National Park
YELL400.....	Ace Snowmobile Rentals.	Yellowstone National Park
YELL401.....	Gary Fales Outfitting	Yellowstone National Park
YELL402.....	Backcountry Adventures.	Yellowstone National Park
YELL403.....	Yellowstone Arctic- Yamaha.	Yellowstone National Park
YELL404.....	Loomis Enterprises, Inc..	Yellowstone National Park
YELL405.....	Pahaska Teepee.....	Yellowstone National Park
YELL406.....	Yellowstone Adventures.	Yellowstone National Park
YELL407.....	Targhee Snowmobile Tours.	Yellowstone National Park
YELL408.....	Two Top Snowmobile Rental, Inc..	Yellowstone National Park
YELL409.....	Three Bears Lodge, Inc..	Yellowstone National Park
YOSE006.....	Robert F. & John D. Bevington.	Yosemite National Park
YUCH001.....	E.A. Adventures.....	Yukon-Charley Rivers National Preserve.
ZION001.....	Bryce/Zion Trail Rides.	Zion National Park

EFFECTIVE DATE: January 2, 2001.

FOR FURTHER INFORMATION CONTACT: Cynthia Orlando, Concession Program
Manager, National Park Service, Washington, DC, 20240, Telephone (202)
565-1210.

SUPPLEMENTARY INFORMATION: All of the listed concession authorizations
will expire by their terms on or before December 31, 2000. The National
Park Service has determined that the proposed short-term extensions are
necessary in order to avoid interruption of visitor services and has
taken all reasonable and appropriate steps to consider alternatives to
avoid such interruption. These extensions will allow the National Park
Service to complete and issue prospectuses leading to the competitive
selection of concessioners for new longer-term concession contracts
covering these operations.

Dated: November 22, 2000.
Cynthia Orlando,
Acting Associate Director, Park Operations and Education.
[FR Doc. 00-30657 Filed 11-30-00; 8:45 am]
BILLING CODE 4310-70-P



United States Department of the Interior

NATIONAL PARK SERVICE

Western Region
600 Harrison Street, Suite 600
San Francisco, California 94107-1372

IN REPLY REFER TO:

INTERIM LETTER OF AUTHORIZATION

C3823(WR-OC)

December 22, 1994

Mr. Donald T. Schaefer
President
TW Recreational Services
Division of TW Services, Inc.
203 E. Main Street
Spartanburg, South Carolina 29319

Dear Mr. Schaefer:

This Interim Letter of Authorization is to assure the continuation of the services being offered at Death Valley National Park under Concession Contract No. CC-DEVA001-84, entered into between the National Park Service and your corporation.

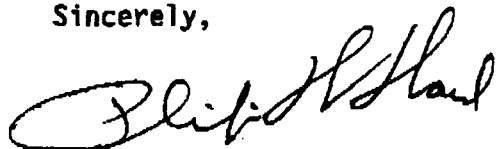
It is our intention to conduct a contract process that will result in the continuation of services that your corporation presently is authorized to operate.

Since it is mutually agreed that the services and facilities should be maintained and available in order to meet the visitor needs, this letter shall, upon acceptance by you as evidenced by your execution hereof, constitute authorization to continue services and operations pursuant to the terms and conditions set forth in Concession Contract No. CC-DEVA001-84 as amended.

This authorization, which is effective January 1, 1995, shall terminate on December 31, 1995, or upon the execution of a new contractual document on behalf of the National Park Service, whichever occurs first, except as it may be terminated at an earlier date in accordance with the terms of Concession Contract No. CC-DEVA001-84.

Please have a duly authorized official indicate your corporation's acceptance by execution and attestation of two copies of this letter. Please return two copies with the requested signatures to our office. The third copy is provided for your records. Upon receipt we will execute the final signature of approval and furnish you with a copy.

Sincerely,

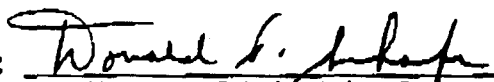


for Stanley T. Albright
Regional Director, Western Region

Enclosures (2)

TW Recreational Services
Division of TW Services, Inc.

ATTEST:

BY: 
Mr. Donald T. Schaefer

BY: _____

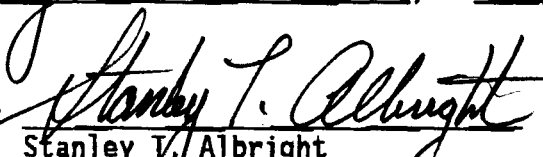
TITLE: President

TITLE: _____

DATE: 4-25-95

DATE: _____

Accepted this 15th day of May, 1995.

BY: 
Stanley T. Albright
Regional Director, Western Region



United States Department of the Interior

NATIONAL PARK SERVICE

Western Region
600 Harrison Street, Suite 600
San Francisco, California 94107-1372

IN REPLY REFER TO:

INTERIM LETTER OF AUTHORIZATION

C3823(WR-OC)

December 22, 1994

Mr. Donald T. Schaefer
President
TW Recreational Services
Division of TW Services, Inc.
203 E. Main Street
Spartanburg, South Carolina 29319

Dear Mr. Schaefer:

This Interim Letter of Authorization is to assure the continuation of the services being offered at Death Valley National Park under Concession Contract No. CC-DEVA001-84, entered into between the National Park Service and your corporation.

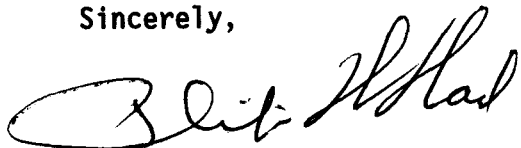
It is our intention to conduct a contract process that will result in the continuation of services that your corporation presently is authorized to operate.

Since it is mutually agreed that the services and facilities should be maintained and available in order to meet the visitor needs, this letter shall, upon acceptance by you as evidenced by your execution hereof, constitute authorization to continue services and operations pursuant to the terms and conditions set forth in Concession Contract No. CC-DEVA001-84 as amended.

This authorization, which is effective January 1, 1995, shall terminate on December 31, 1995, or upon the execution of a new contractual document on behalf of the National Park Service, whichever occurs first, except as it may be terminated at an earlier date in accordance with the terms of Concession Contract No. CC-DEVA001-84.

Please have a duly authorized official indicate your corporation's acceptance by execution and attestation of two copies of this letter. Please return two copies with the requested signatures to our office. The third copy is provided for your records. Upon receipt we will execute the final signature of approval and furnish you with a copy.

Sincerely,



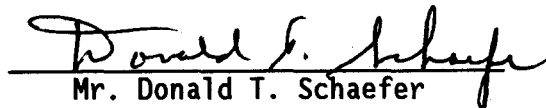
for Stanley T. Albright
Regional Director, Western Region

Enclosures (2)

TW Recreational Services
Division of TW Services, Inc.

ATTEST:

BY:


Mr. Donald T. Schaefer

BY: _____

TITLE: _____ President _____

TITLE: _____

DATE: _____ 41 - 25, 95 _____

DATE: _____

Accepted this _____ day of _____, 19____.

BY: _____

Stanley T. Albright
Regional Director, Western Region



IN REPLY REFER TO:

United States Department of the Interior

NATIONAL PARK SERVICE

Western Region

600 Harrison Street, Suite 600

San Francisco, California 94107-1372

INTERIM LETTER OF AUTHORIZATION

C3823(WR-OC)

July 21, 1994

Mr. Donald T. Schaefer
President
TW Recreational Services
Division of TW Services, Inc.
203 E. Main Street
Spartanburg, South Carolina 29319

Dear Mr. Schaefer:

This Interim Letter of Authorization is to authorize the continuation of Concession Contract No. CC-DEVA001-84, entered into between the National Park Service and your company for services being offered within Death Valley National Monument. It is our intention to conduct a contract process that will result in the continuation of services that your company presently is authorized to operate.

In order to continue meeting visitor needs, this letter shall, upon acceptance by you as evidenced by your execution hereof, constitute authorization to continue services and operations pursuant to Concession Contract No. CC-DEVA001-84.

This authorization, which is effective January 1, 1994, shall terminate on December 31, 1994, or upon the execution of a new contractual document on behalf of the National Park Service, whichever occurs first, except as it may be terminated at an earlier date in accordance with the terms of Concession Contract No. CC-DEVA001-84.

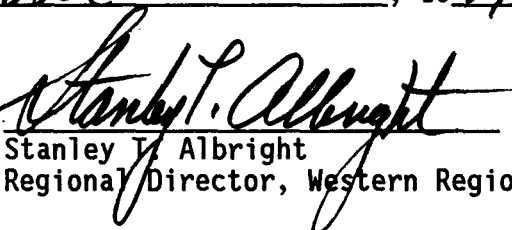
Please have a duly authorized official indicate your company's acceptance by execution and attestation of two copies of this letter. Please return two copies with the requested signatures to our office. The third copy is provided for your records. Upon receipt we will execute the final signature of approval and furnish you with a copy.

Sincerely,


Stanley T. Albright
Regional Director, Western Region

Enclosures (2)

Accepted this 12th day of October, 1994.

BY: 
Stanley T. Albright
Regional Director, Western Region

TW Recreational Services
Division of TW Services, Inc.

ATTEST:

BY: 
Mr. Donald T. Schaefer

BY: _____

TITLE: President

TITLE: _____

DATE: 10-5-94

DATE: _____



IN REPLY REFER TO:

United States Department of the Interior

NATIONAL PARK SERVICE

Western Region

600 Harrison Street, Suite 600

San Francisco, California 94107-1372



INTERIM LETTER OF AUTHORIZATION

C3823(WR-OC)

December 1, 1992

Mr. Donald T. Schaefer
President
TW Recreational Services
Division of TW Services, Inc.
203 E. Main Street
Spartanburg, SC 29319

Dear Mr. Schaefer:

The processing of Concession Contracts is being delayed pending the outcome of the Secretary's Concession Initiative. As a result of this delay, we find it necessary to issue an Interim Letter of Authorization in order to assure continuation of the services being offered at Death Valley National Monument under Concession Contract No. CC-DEVA001-84.

Since it is mutually agreed that the services and facilities should be maintained and available to the visitors, this letter shall constitute authorization to continue services and operations, pending the final results of the Secretary's Concession Initiative. The operations and services rendered during the term provided for herein shall be pursuant to the terms and conditions set forth in Concession Contract No. CC-DEVA001-84 as amended.

Alterations of facilities and services, other than as authorized in Concession Contract No. CC-DEVA001-84 as amended, are not authorized by this Letter of Authorization.

This Interim Authorization shall terminate on December 31, 1993, or upon execution of a new contract, whichever occurs first. In the event a new contract is not executed by December 31, 1993, additional action may be taken to continue services for a reasonable time.

Please indicate your acceptance of the interim operating authority by having two of the enclosed copies of this letter executed by a duly authorized official, along with the additional required signature. Return two copies to our office with all the required signatures and retain a copy for your records.

Sincerely,



Stanley T. Albright
Regional Director, Western Region

Enclosures (2)

Accepted this 10th day of December, 1992.

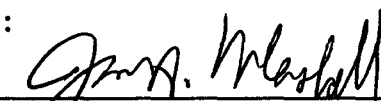
TW Recreational Services
Division of TW Services, Inc.

BY: 
Mr. Donald T. Schaefer

TITLE: Vice President

Date: December 10, 1992

ATTEST:

BY: 
Mr. James A. Marshall

TITLE: Vice President & Secretary

AMENDMENT NO. 3
CONCESSION CONTRACT CC-DEVA001-84
TW RECREATIONAL SERVICES, INC.

The AGREEMENT is made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior and the Director of the National Park Service, hereinafter referred to as the Secretary, and TW Recreational Services, Inc., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as the Concessioner.

W I T N E S S E T H

THAT WHEREAS, the Secretary and the Concessioner are parties to Concession Contract CC-DEVA001-84 which became effective January 1, 1983, and by which the Concessioner is authorized to provide facilities and services for the public within Death Valley National Park, hereinafter referred to as Area, in accordance with Concession Contract CC-DEVA001-84 as amended; and

WHEREAS, the Secretary and the Concessioner have mutually agreed that it is in the best interest of the public that the services be continued; and

WHEREAS, pursuant to the 36 C.F.R. 51.5, public notice has been published in the Commerce Business Daily and Federal Register on July 21, 1995, of the Secretary intention to make this amendment; and

WHEREAS, this Contract was continued through December 31, 1995, and the Secretary finds it necessary to extend this Contract for a period of time to finalize the Area's planning and development documents;

NOW THEREFORE, in consideration of the forgoing, the parties hereto covenant and agree to and with each other that Concession Contract No. CC-DEVA001-84 is hereby amended as follows:

1. Amend Section 1. Term of Contract. as follows:

(a) DELETE Subsection 1(a) in its entirety and substitute in lieu thereof the following:


(a) This Contract shall be extended for the term of THREE (3) years from January 1, 1996 through December 31, 1998, or until the execution of a new contract, whichever occurs first, except as it may be terminated as herein provided under Concession Contract CC-DEVA001-84 as amended.

*** DEATH VALLEY NATIONAL PARK ***
**** WESTERN REGION - NATIONAL PARK SERVICE ****

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names.

Executed at San Francisco, California this 21st day of, March
 , 1996.

NATIONAL PARK SERVICE

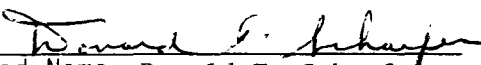
By: 

for Stanley T. Albright
Field Director, Pacific West Area

CONCESSIONER

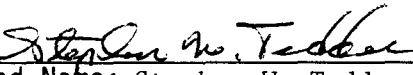
TW Recreational Services, Inc.

ATTEST:

By: 
Typed Name: Donald T. Schaefer

Title: President

Date: 11/27/95

By: 
Typed Name: Stephen W. Tedder

Title: Vice President

Date: 11/27/95

AMENDMENT No. 2
CONCESSIONS CONTRACT No. CC-DEVA001-84
TW RECREATIONAL SERVICES, INC.
DEATH VALLEY NATIONAL MONUMENT
CALIFORNIA

THIS AGREEMENT made and entered into by and between the United States of America, acting in its behalf by the Secretary of the Interior, through the Director, National Park Service, hereinafter referred to as the "Secretary" and TW Recreational Services, Inc., a corporation organized and existing under the laws of the State of Delaware, hereinafter referred to as the "Concessioner":

WITNESSETH:

THAT WHEREAS, the Secretary and the Concessioner have entered into on the 18th day of October, 1983, Concessions Contract No. CC-DEVA001-84;

WHEREAS, the Concessioner has changed its name on December 29, 1986, from "TW Services, Inc.," to "TW Recreational Services, Inc."

WHEREAS, the Secretary and the Concessioner wish to amend Concessions Contract No. CC-DEVA001-84 to reflect the change of name of the Concessioner;

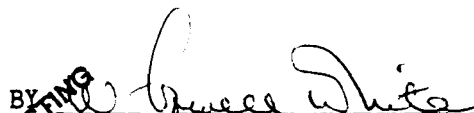
NOW THEREFORE, in consideration of the foregoing, the parties hereto mutually agree to amend Concessions Contract No. CC-DEVA001-84 effective December 29, 1986, as follows:

1. That, the Concessioner's name is changed from "TW Services, Inc.," to "TW Recreational Services, Inc." The parties acknowledge that this is a name change only and that TW Recreational Services, Inc., is the same corporate entity as TW Services, Inc.
2. All other terms and conditions of the Concessions Contract remain unchanged and in full force and effect.


IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals.

Dated at SAN FRANCISCO, CALIFORNIA, this FIRST day of JUNE, 1987.

UNITED STATES OF AMERICA

BY: 
ACTING Regional Director
Western Region

TW RECREATIONAL SERVICES, INC.

BY: 
George Toney
President

ATTEST: 
Secretary

24-89

AMENDMENT NO. 1
CONCESSIONS CONTRACT No. CC-DEVA001-84
TW RECREATIONAL SERVICES, INC.
DEATH VALLEY NATIONAL MONUMENT
CALIFORNIA

THIS AGREEMENT made and entered into by and between the United States of America, acting in its behalf by the Secretary of the Interior, through the Director, National Park Service, hereinafter referred to as the "Secretary" and Tw Recreational Services, Inc., a corporation organized and existing under the laws of the State of Delaware, hereinafter referred to as the "Concessioner":

WITNESSETH:

THAT WHEREAS, the Secretary and the Concessioner have entered into on the 18th day of October, 1983, Concessions Contract No. CC-DEVA001-84;

WHEREAS, the Concessioner has changed its name on December 29, 1986, from "TW Services, Inc.," to "TW Recreational Services, Inc."

WHEREAS, the Secretary and the Concessioner wish to amend Concessions Contract No. CC-DEVA001-84 to reflect the change of name of the Concessioner;

NOW THEREFORE, in consideration of the foregoing, the parties hereto mutually agree to amend Concessions Contract No. CC-DEVA001-84 effective December 29, 1986, as follows:

1. That, the Concessioner's name is changed from "TW Services, Inc.," to "TW Recreational Services, Inc." The parties acknowledge that this is a name change only and that TW Recreational Services, Inc., is the same corporate entity as TW Services, Inc.
2. All other terms and conditions of the Concessions Contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals.

Dated at SAN FRANCISCO, CALIFORNIA, this FIRST day of JUNE, 1987.

UNITED STATES OF AMERICA

TW RECREATIONAL SERVICES, INC.

BY: [Signature]
ACTING Regional Director
Western Region

BY: [Signature]
George Toney
President

ATTEST: [Signature]
Secretary

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

--oo0oo--

FMA SERVICES, INC.
DEATH VALLEY NATIONAL MONUMENT

--oo0oo--

Contract No. CC 8073-3-0017 Executed 18 OCT 1983

COVERED TIME PERIOD

January 1, 1983 Through December 31, 1992

CONCESSION CONTRACT

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EXHIBITS

1. Exhibit "A": Government-Owned Structures Assigned
2. Exhibit "B": Nondiscrimination
3. Exhibit "C": Preferential Right to Additional Services
4. Exhibit "D": Possessory Interest Assets
5. Exhibit "E": Building Replacement Cost for Insurance
Purposes

Contract

No. CC 8073-3-0017

CORPORATION

THIS CONTRACT made and entered into by and between the United States of America, acting in this matter by the Secretary of the Interior, through the Director of the National Park Service, hereinafter referred to as the "Secretary," and TWA Services, Inc., a corporation organized and existing under the laws of the State of Delaware, doing business as Scotty's Castle hereinafter referred to as the "Concessioner":

W I T N E S S E T H:

THAT WHEREAS, Death Valley National Monument (hereinafter referred to as the "Area") is administered by the Secretary to conserve the scenery and the natural and historic objects and the wildlife therein, and to provide for the public enjoyment of the same in such manner as will leave such area unimpaired for the enjoyment of future generations; and

WHEREAS, the accomplishment of these purposes requires that facilities and services be provided for the public visiting the area and that all private interest shall be excluded except so far as may be necessary for the accomplishment of said purposes, including accommodation of the public; and

WHEREAS, the United States has itself provided such necessary facilities and services and desires the Concessioner to maintain and operate the same at reasonable rates under the supervision and regulation of the Secretary; and

WHEREAS, the maintenance and operation of such facilities and services involves an investment of capital and the assumption of the risk of operating loss, it is therefore proper, in consideration of the obligations assumed hereunder and as an inducement to capital, that the Concessioner be given assurance of security of such investment and of a reasonable opportunity to make a profit; and

WHEREAS, pursuant to law the Secretary is required to exercise his authority hereunder in a manner consistent with a reasonable opportunity by the Concessioner to realize a profit on the operations conducted hereunder as a whole commensurate with the capital invested and the obligations assumed; and

WHEREAS, the Concessioner has provided satisfactory service to the public under a prior contract and the Secretary desires the Concessioner to continue to provide such necessary facilities and services;

NOW, THEREFORE, pursuant to the authority contained in the Acts of August 25, 1916 (39 Stat. 535; 16 U. S. C. 1, 2-4), and October 9, 1965 (79 Stat. 969; 16 U. S. C. 20), and other laws supplemental thereto and amendatory thereof, the said parties agree as follows:

SEC. 1. TERM OF CONTRACT. (a) This contract shall be for the term of TEN (10) years from January 1, 1983, except as it may be terminated as herein provided.

(b) The Concessioner may, in the discretion of the Secretary, be relieved in whole or in part of any or all of the obligations of this contract for such stated periods as the Secretary may deem proper upon written application showing circumstances beyond its control warranting such relief.

SEC. 2. ACCOMMODATIONS, FACILITIES AND SERVICES. (a) The Secretary requires and hereby authorizes the Concessioner during the term of this contract to provide accommodations, facilities, and services for the public at Scotty's Castle, within Death Valley National Monument as follows:

1. Food Service
2. Souvenirs, curios, novelties
3. United States Indian and Native Handcraft
4. Automobile Service Station - limited to gas, oil and water.

(b) The Secretary reserves the right to determine and control the nature, type and quality of the merchandise and services described herein as authorized and required to be sold or furnished by the Concessioner within the area. Operations under this contract and the administration thereof by the Secretary shall be subject to the laws of Congress governing the area and the rules, regulations, and policies promulgated thereunder, whether now in force or hereafter enacted or promulgated, including but not limited to the United States Public Health Service requirements. Concessioners must also comply with current applicable criteria promulgated by the United States Department of Labor's Occupational Safety and Health Act of 1970 (OSHA) and those provisions outlined in the National Park Service's Safety and Occupational Health Policy associated with visitor safety and health.

(c) During the term hereof and subject to satisfactory performance hereunder, the Concessioner is granted a right of first refusal to provide such additional concession accommodations, facilities and services of the same character as required and authorized hereunder as the Secretary may designate as necessary or desirable for accommodation and convenience of the public. If the Concessioner doubts the necessity, desirability, timeliness, reasonableness, or practicability of such new

or additional facilities, accommodations or services and/or declines or fails within a reasonable time to comply with the designation of the Secretary, then the Secretary in his discretion may authorize others under substantially the same terms and conditions to provide such designated accommodations, facilities, or services. This right of first refusal does not apply to concession operations in connection with lands hereafter acquired which expand the existing boundary of the area. Nothing contained in this section or elsewhere in this contract shall be construed as prohibiting or curtailing operations conducted in the area by other concessioners now authorized by the Secretary to provide accommodations therein for the public including the successors or assigns of such concessioners, when approved by the Secretary.

SEC. 3. PLANT, PERSONNEL, AND RATES. (a) (1) The Concessioner shall maintain and operate the said accommodations, facilities, and services to such extent and in such manner as the Secretary may deem satisfactory, and shall provide the plant, personnel, equipment, goods, and commodities necessary therefore provided that the Concessioner shall not be required to make investments inconsistent with a reasonable opportunity to realize a profit on its operations hereunder commensurate with the capital invested and the obligations assumed.

(2) All rates and prices charged to the public by the Concessioner for accommodations, services, or goods furnished or sold hereunder shall be subject to regulation and approval by the Secretary. The Secretary shall exercise his decision making authority with respect to the Concessioner's rates and prices in a manner consistent with a reasonable opportunity for the Concessioner to realize a profit on its operations hereunder as a whole commensurate with the capital invested and the obligations assumed. Reasonableness of rates and prices will be judged primarily by comparison with those currently charged for comparable accommodations, services, or goods furnished or sold outside of the areas administered by the National Park Service under similar conditions, with due allowance for length of season, provision for peak loads, accessibility, availability and cost of labor and materials, type of patronage, and other conditions customarily considered in determining charges, but due regard may also be given to such other factors as the Secretary may deem significant.

(3) The Concessioner shall require its employees to observe a strict impartiality as to rates and services in all circumstances. The Concessioner may, subject to the prior approval of the Secretary, grant complimentary or reduced rates under such circumstances as are customary in businesses of the character conducted hereunder. The Concessioner shall not offer and employees of the Federal Government shall not receive discounts unless such discounts are available to the general public.

(b) (1) The Concessioner may be required to have its employees who come in direct contact with the public, so far as practicable, to wear a uniform or badge by which they may be known and distinguished as the employees of the Concessioner. The Concessioner shall require its employees to exercise courtesy and consideration in their relations with the public.

(2) The Concessioner shall review the conduct of any of its employees whose action or activities are considered by the Concessioner or the Secretary to be inconsistent with the proper administration of the area and enjoyment and protection of visitors and shall take such actions as are necessary to fully correct the situation.

(3) The Concessioner shall comply with the requirements of (a) Title VII of the Civil Rights Act of 1964, as well as Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, (b) Title V, Section 503 of the Rehabilitation Act of September 26, 1973, P. L. 93-112, which requires Government Contractors and Subcontractors to take affirmative action to employ and to advance in employment qualified handicapped individuals, and with regulations heretofore or hereafter promulgated, relating to nondiscrimination in employment and in providing facilities and services to the public and shall do nothing in advertising for employees which will prevent those covered by these laws from qualifying for such employment. Regulations heretofore promulgated are set forth in Exhibit "B" attached hereto and made a part hereof.

SEC. 4. GOVERNMENT LAND AND IMPROVEMENTS. (a) The Secretary hereby assigns for use by the Concessioner during the term of this contract, certain parcels of land and Government Improvements, if any, (as described in Exhibit "A" hereto) necessary to conduct the operations authorized hereunder. The Secretary reserves the right to withdraw such assignments or parts thereof at any time during the term of this contract if, in his judgement, (1) such withdrawal is necessary for the purpose of protecting visitors or area resources, or, (2) the operations utilizing such assigned lands are terminated pursuant to Section 11 hereof. Any permanent withdrawal of assigned lands or improvements which are essential for conducting the operation authorized hereunder will be considered by the Secretary as a termination pursuant to Section 11 hereof. The Secretary shall compensate the Concessioner for any possessory interest in such withdrawn properties at book value as described in Section 12 hereof, or, in the event that Concessioner Improvements in which the Concessioner has a possessory interest are to be replaced by the Concessioner within the area, in accordance with fair value compensation for possessory interest described in subsection 12(b) hereof.

(b) "Government Improvements" as used herein, means the buildings, structures, utility systems, fixtures, equipment, and other improvements upon the lands assigned hereunder, constructed or acquired by the Government and provided by the Government for the purposes of this contract. The Concessioner relinquishes and waives any right to any possessory interest in such Government-improvements. The cost of any alterations, additions or improvements heretofore or hereafter provided by the Concessioner to Government-improvements may be expensed or amortized. The book value of any Concessioner improvements to Government-improvements as of December 31, 1982 shall be expensed or amortized prior to December 31, 1987.

(c) The Secretary hereby grants to the Concessioner the right to occupy and use such Government-improvements during the term and subject to the conditions of this contract.

(d) The Secretary shall have the right at any time to enter upon the lands and improvements utilized by the Concessioner hereunder for any purpose he may deem reasonably necessary for the administration of the area and the Government services therein.

(e) The Concessioner may construct or install upon the assigned lands such buildings, structures, and other improvements as are necessary for the operations required hereunder, subject to the prior written approval by the Secretary of the location, plans, and specifications thereof. The Secretary may prescribe the form and contents of the application for such approval. The desirability of any project as well as the location, plans and specifications thereof will be reviewed in accordance with the provisions of the National Environmental Policy Act of 1969 and the National Historic Preservation Act of 1966.

(f) If during the term hereof a Government Improvement requires repairs or improvements that serve to prolong the life of the Government Improvement to an extent requiring capital investment for major repair, such capital investment shall be borne by the Government subject to the availability of appropriated funds. If appropriated funds are not available, and the Secretary determines that such repairs or improvements are necessary to a satisfactory performance of the Concessioner's obligations hereunder, the Concessioner may be required to repair the Government Improvement subject to the limitations on investment set forth in Section 3(a) hereof. If a Government-improvement is damaged by casualty or otherwise to an extent requiring major repair or rebuilding, then the Concessioner shall not be obligated to repair or rebuild such improvement.

SEC. 5. MAINTENANCE. Subject to Section 4(f) hereof, the Concessioner will physically maintain and repair all facilities (both Government and Concessioner's Improvements) used in the operation hereunder, including maintenance of assigned lands and all necessary housekeeping activities associated with the operation to the satisfaction of the Secretary. In order that a high standard of physical appearance, operations, repair and maintenance be maintained, appropriate inspections will be carried out jointly by the Secretary and the Concessioner. From these inspections, a specific maintenance and repair program will be developed annually to provide an effective maintenance and repair management schedule, and the Concessioner agrees to carry such program forward to completion on a timely basis.

SEC. 6. CONCESSIONER'S IMPROVEMENTS. (a) "Concessioner's Improvements," as used herein, means buildings, structures, fixtures, equipment, and other improvements, affixed to or resting upon the lands assigned hereunder in such manner as to be a part of the realty, provided by the Concessioner for the purposes of this contract, (excluding improvements made to Government Improvements by the Concessioner), as follows: (1) such improvements upon the lands assigned at the date hereof as described in Exhibit "D" hereto; and (2) all such improvements hereafter constructed upon or affixed to the lands assigned to the Concessioner with the written consent of the Secretary. Concessioner's Improvements do not include any interest in land upon which the described structures are located.

(b) The Concessioner shall have a possessory interest in all Concessioner's Improvements recognized by this contract. Possessory Interest shall consist of all incidents of ownership, except legal title which shall be vested in the United States. However, such possessory interest shall not be construed to include or imply any authority, privilege, or right to operate or engage in any business or other activity and the use or enjoyment of any structure, fixture, or improvement in which the Concessioner has a possessory interest shall be wholly subject to the applicable provisions of this contract and to the laws and regulations relating to the area. The said possessory interest shall not be extinguished by the expiration or other termination of this contract, and may not be terminated or taken for public use without just compensation as determined in accordance with Section 12. Wherever used in this contract, "possessory interest" shall mean the interest described in this paragraph. Performance of the obligations assumed by the Secretary under Section 12 hereof shall constitute just compensation with respect to the taking of a possessory interest in the circumstances therein described.

(c) Any salvage resulting from the authorized removal, severance, or demolition of a Concessioner's Improvement or any part thereof shall be the property of the Concessioner.

(d) In the event that a Concessioner's Improvement is removed, abandoned, demolished, or substantially destroyed and no other improvement is constructed on the site, the Concessioner shall promptly upon the request of the Secretary, restore the site as nearly as practicable to a natural condition.

SEC. 7. UTILITIES. (a) The Secretary shall furnish utilities to the Concessioner, for use in connection with the operations authorized hereunder, when available, at reasonable rates to be fixed by the Secretary, which shall at least equal the actual cost of providing the utility or service.

(b) Should any such service not be available or sufficient, the Concessioner may, with the written approval of the Secretary and under such requirements as shall be prescribed by him, secure the same at its own expense from sources outside the area or may install the same within the area subject to the following conditions:

(1) Any water rights deemed necessary by the Concessioner for use of water on Federal lands shall be acquired at its expense in accordance with any applicable state procedures and state law. Such water rights, upon expiration or termination of this contract for any reason shall be assigned to and become the property of the United States without compensation.

(2) Any service provided by the Concessioner under this section shall, if requested by the Secretary, be furnished to the Government to such an extent as will not unreasonably restrict anticipated use by the Concessioner. The rate per unit charged the Government for such service shall be approximately the average cost per unit of providing such service.

(3) All appliances, and machinery to be used in connection with the privileges granted in this section, as well as the plans for location and installation of such appliances and machinery shall first be approved by the Secretary.

SEC. 8. ACCOUNTING RECORDS AND REPORTS. (a) The Concessioner shall maintain an accounting system whereby the accounts can be readily identified with the System of Account Classification prescribed by the Secretary. The Concessioner shall submit annually as soon as possible but not later than NINETY (90) days after the 31st day of December, a financial statement for the preceding year as prescribed by the Secretary, and such other reports and data as may be required by the Secretary. If annual gross receipts are in excess of \$1 million, the financial statements shall be audited by an independent

certified public accountant or by an independent licensed public accountant certified or licensed by a regulatory authority of a state or other political subdivision of the United States on or before December 31, 1970, in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Public Accountants. If annual gross receipts are between \$250,000, and \$1 million, the financial statements shall be reviewed by an independent certified public accountant or by a licensed public accountant certified or licensed by a regulatory authority of a state or other political subdivision of the United States on or before December 31, 1970, in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Public Accountants.

Financial statements accompanied by remarks such as "prepared from client records without audit" are unacceptable.

The independent licensed or certified public accountant shall include a statement to the effect that the amounts included in the financial report are consistent to those included in the Federal and state tax returns. If they are not, then a statement showing differences shall be included. The Secretary shall have the right to verify and copy for his own use all such reports from the books, correspondence, memoranda, and other records of the Concessioner and subconcessioners, if any, and of the records pertaining thereto of a proprietary or affiliated company, if any, during the period of the contract, and for such time thereafter as may be necessary to accomplish such verification.

(b) The Secretary and Comptroller General of the United States, or any of their duly authorized representatives, shall, until the expiration of five (5) calendar years after the close of business year of the Concessioner and any subconcessioner have access to and the right to examine any of the pertinent books, documents, papers, and records related to this contract including Federal, and state income tax returns.

SEC. 9. FRANCHISE FEE. (a) For the term of this contract, the Concessioner shall pay to the Secretary for the privileges granted herein as follows:

(1) An annual fee for the use of any Government Improvements utilized by the Concessioner hereunder, if any. Such fee and assigned Government buildings to be as set forth in Exhibit "A" hereto but in no event shall the fee exceed the fair annual value of such Government Improvements as determined by the Secretary.

(2) In addition to the foregoing, a further sum equal to THREE AND THREE-QUARTER PERCENT (3-3/4%) of the Concessioner's gross receipts, as herein defined, for the preceding year.

(b) The franchise fee shall be due on a monthly basis in such a manner that payment shall be received by the Secretary within 15 days after the last day of each month that the concessioner operates. Such monthly payment shall include the annual use fee for assigned Government Improvements, as set forth in Exhibit "A" hereto, divided by the expected number of operating months, as well as the specified percentage of gross receipts for the preceding month. The payment of any additional amounts due at the end of the operating year as a result of adjustments shall be paid at the time of submission of the annual financial report. Overpayments shall be offset against the following year's franchise fees due.

(c) An interest charge will be assessed on overdue amounts for each 30 day period, or portion thereof, that payment is delayed. The percent of interest charged will be based on the current value of funds to the United States Treasury which is published quarterly in the Treasury Fiscal Requirements Manual.

(d) (1) The term "gross receipts," as used herein, shall be construed to mean the total amount received or realized by, or accruing to, the Concessioner from all sales, including those through vending machines and other coin-operated devices, for cash or credit, of services, accommodations, materials, and other merchandise made pursuant to the rights granted in this contract, including gross receipts of sub-concessioners as hereinafter defined and commissions earned on contracts or agreements with other persons or companies operating in the area, and excluding gross receipts from the sale of genuine United States Indian and native handicraft, intracompany earnings on account of charges to other departments of the operation (such as laundry), charges for employees' meals, lodgings, and transportation, cash discounts on purchases, cash discounts on sales, returned sales and allowances, interest on money loaned or in bank accounts, income from investments, income from subsidiary companies outside of the area, sale of property other than that purchased in the regular course of business for the purpose of resale, and sales and excise taxes that are added as separate charges to approved sales prices, gasoline taxes, fishing license fees, and postage stamps, provided that the amount excluded shall not exceed the amount actually due or paid Governmental agencies.

(2) The term "gross receipts of subconcessioners" as used in subsection (d)(1) of this section shall be construed to mean the total amount received or realized by, or accruing to, subconcessioners from all sources, including that through vending machines or other coin-operated devices, as a result of the exercise of the rights conferred by subconcession contracts hereunder without allowances, exclusions, or deductions of any kind or nature whatsoever and the subconcessioner shall

report the full amount of all such receipts to the Concessioner within 45 days after the 31st day of December of each year. The subconcessioners shall maintain an accurate and complete record of all items listed in subsection (d)(1) of this section as exclusions from the Concessioner's gross receipts and shall report the same to the Concessioner with the gross receipts. The Concessioner shall be entitled to exclude items listed in subsection (d)(1) in computing the franchise fee payable to the Secretary as provided for in subsection (a) hereof.

(e) Within sixty (60) days after the end of each five year period of this contract or as otherwise specified, at the instance of either party hereto, the amount and character of the franchise fees provided for in this section may be reconsidered. Such request shall be made in writing within 60 days after the end of the applicable contract year but cannot be made before the end of such year. In the event that the Secretary and the Concessioner cannot agree upon an adjustment of the franchise fees within 120 days from the date of the request for renegotiation as made by either party, the position of the Concessioner must be reduced to writing within 30 days therefrom and submitted to the Secretary for a determination of appropriate fees consistent with the fair value of any assigned Government Improvements and the probable value to the Concessioner of the privileges granted by this contract based upon a reasonable opportunity for a profit in relation to both gross receipts and capital invested. If desired by the Concessioner an advisory arbitration panel will be established (one member to be selected by the Secretary, one by the Concessioner, and the third by agreement of the original two) for the purpose of recommending to the Secretary appropriate franchise fees. The Secretary and the Concessioner shall share equally the expenses of such advisory arbitration. The written determination of the Secretary as to franchise fees shall be final and conclusive upon the parties hereto. Any new fees established will be retroactive to the commencement of the applicable period for which notice of reconsideration is given and be effective for the remaining term of the contract unless subsequent negotiations establish yet a different franchise rate. If new rates are greater than existing rates, the Concessioner will pay all back fees due with the next regular payment. If new rates are less than the existing rate the Concessioner may withhold the difference between the two rates from future payments until he has recouped the overpayment. Any new franchise fees will be evidenced by an amendment to the contract unless based upon the written determination of the Secretary in which event a copy of the determination will be attached hereto and become a part hereof, as fully as if originally incorporated herein.

SEC. 10. BOND AND LIEN. The Secretary may, in his discretion, require the Concessioner to furnish a surety bond acceptable to the Secretary conditioned upon the faithful

performance of this contract, in such form and in such amount as the Secretary may deem adequate. As additional security for the faithful performance by the Concessioner of all of its obligations under this contract, and the payment to the Government of all damages or claims that may result from the Concessioner's failure to observe such obligations, the Government shall have at all times the first lien on all assets of the Concessioner within the area.

SEC. 11. TERMINATION. (a) The Secretary may terminate this contract in whole or part for default at any time and may terminate this contract in whole or part when necessary for the protection of visitors or area resources. The operations authorized hereunder may be suspended in whole or in part at the discretion of the Secretary when necessary to protect the health and safety of visitors and employees or to protect area resources. Termination or suspension shall be by written notice to the Concessioner and, in the event of proposed termination for default, the Secretary shall give the Concessioner a reasonable period of time to correct stated deficiencies. Termination for default shall be utilized in circumstances where the Concessioner has breached any requirements of this contract, including failure to maintain and operate the required accommodations, facilities and services to the satisfaction of the Secretary in accordance with the Secretary's requirements hereunder.

(b) In the event of termination of this contract when necessary for the protection of visitors or area resources or for default, the compensation to the Concessioner for such termination shall be as described in Section 12, "Compensation".

(c) In the event it is deemed necessary to suspend operations hereunder in whole or in part to protect the visitors or resources of the area, the Secretary shall not be liable for any compensation to the Concessioner for losses occasioned thereby, including but not limited to, lost income, profit, wages, or other monies which may be claimed.

(d) To avoid interruption of service to the public upon the expiration or termination of this contract for any reason, the Concessioner, upon the request of the Secretary, will (1) continue to conduct the operations authorized hereunder for a reasonable time to allow the Secretary to select a successor, or (2) consent to the use by a temporary operator, designated by the Secretary, of the Concessioner's Improvements and personal property, if any, not including current or intangible assets, used in the operations authorized hereunder upon fair terms and conditions, provided that the Concessioner shall be entitled to an annual fee for the use of such improvements and personal property, prorated for the period of use, in the amount of the annual depreciation on such improvement, plus a rate of

return on the book value of such improvement. For the purposes of this subsection the interest rate shall be based on the current value of funds to the United States Treasury which is published quarterly in the Treasury Fiscal Requirements Manual. In this instance the method of depreciation used shall be straight line depreciation.

SEC. 12. COMPENSATION. (a) Just Compensation:

The compensation described herein shall constitute full and just compensation to the Concessioner from the Secretary for all losses and claims occasioned by the circumstances described below.

(b) Contract expiration or termination where operations are to be continued: If for any reason, including contract expiration or termination as described herein, and subject to the limitation on compensation for possessory interest contained in subsection (d) hereof, the Concessioner shall cease to be required by the Secretary to conduct the operations authorized hereunder, or substantial part thereof, and, at the time of such event the Secretary intends for substantially the same or similar operations to be continued by a successor, whether a private person, corporation or an agency of the Government, (i) the Concessioner will sell and transfer to the successor designated by the Secretary its possessory interest in Concessioner and Government Improvements, if any, as defined under this contract, and all other property of the Concessioner used or held for use in connection with such operations; and (ii) the Secretary will require such successor, as a condition to the granting of a contract to operate, to purchase from the Concessioner such possessory interests, if any, and such other property, and to pay the Concessioner the fair value thereof. The fair value of any possessory interest in Government Improvements shall be book value as described in Section 12(c) hereof. In the event that such possessory interest in Government Improvements is acquired by a successor, the successor will not be permitted to revalue such possessory interest. The fair value of possessory interest in Concessioner's Improvements shall be deemed to be the sound value of the improvement to which it relates at the time of transfer of such possessory interest, without regard to the term or other benefits of the contract. The sound value of any structure, fixture, or improvement shall be determined upon the basis of reconstruction cost less depreciation evidenced by its condition and prospective serviceability in comparison with a new unit of like kind, but not to exceed fair market value. The fair value of merchandise and supplies shall be replacement cost including transportation. The fair value of equipment shall be replacement cost less depreciation and obsolescence. If the Concessioner and the successor, excepting Government agencies, cannot agree upon the fair value of any item or items, either party may serve a request for arbitration upon the other party, and the fair value of the

item or items in question shall be determined by the majority vote of a board of three arbitrators, selected as follows: Each party shall name one member of such board and the two members so named shall select the third member. If either party fails to appoint an arbitrator within 15 days after the other shall have appointed an arbitrator and served written notice, including the name and address of the arbitrator appointed, upon the other party, then the American Arbitration Association shall be requested by the Secretary to appoint an arbitrator to represent the party failing to make the appointment. The costs and expenses of the arbitrator appointed by the American Arbitration Association to represent the party failing to make the appointment shall be paid for by that party. The two arbitrators so named shall select the third member. If the third member is not selected within 15 days after the appointment of the latter of the other two arbitrators, the American Arbitration Association shall be requested by the Secretary to appoint the third arbitrator. In requesting that the American Arbitration Association appoint an arbitrator in the situations discussed above, the Secretary shall request that the person or persons appointed shall be impartial and specially qualified in commercial and real estate appraisal. The fair value determined by the Board of Arbitrators shall be binding on the parties. The compensation and expenses of the third member shall be paid by the Concessioner and one-half of the amount so paid shall be added to the purchase price. Before reaching its decision, the board shall give each of the parties a fair and full opportunity to be heard on the matters in dispute. If the successor is a Government agency and there is a dispute as to the fair value of any possessory interest, or other items, an advisory arbitration panel will be established at the request of the Concessioner (one member to be selected by the Secretary, one by the Concessioner, and the third by agreement of the original two) for the purpose of recommending to the Secretary an appropriate fair value. The Secretary and the Concessioner shall share equally the expenses of such advisory arbitration. The written decision of the Secretary as to such fair value will be final and binding upon all parties.

(c) Contract expiration or termination where operations are to be discontinued: If for any reason, including contract expiration or termination as described herein, the conduct the operations authorized hereunder, or substantial part thereof, and the Secretary at the time chooses to discontinue such operations, or substantial part thereof within the area, and/or to abandon, remove, or demolish any of the Concessioner's Improvements, if any, then the Secretary will take such action as may be necessary to assure the Concessioner of compensation for (i) its possessory interest in Concessioner Improvements, and Government Improvements, if any, in the amount of their book value ; (ii) the cost to the Concessioner of restoring any assigned land to a natural condition, including removal and

demolition, (less salvage) if required by the Secretary; and (iii) the cost of transporting to a reasonable market for sale such movable property of the Concessioner as may be made useless by such determination. Any such property that has not been removed by the Concessioner within a reasonable time following such determination shall become the property of the United States without compensation therefor.

(d) Contract Termination for Default for Unsatisfactory Performance Where Operations are to be Continued. Notwithstanding any provision of this contract to the contrary, in the event of termination of this contract for default for failure to maintain and operate the required accommodations, facilities and services to the satisfaction of the Secretary in accordance with the Secretary's requirements hereunder, compensation for the Concessioner's possessory interest in Concessioner's Improvements, if any, shall be at book value as described in Subsection 12(c) herein.

(e) Other Compensation. In the event of termination of this contract or portions thereof, for the purpose of protecting visitors or area resources, the Concessioner may be compensated (in addition to the applicable compensation described in subsections (b) or (c) above) for such other costs as the Secretary, in his discretion, considers necessary to compensate the Concessioner for actual losses occasioned by such termination, including, but not limited to, and as the needs appear, cost of relocating from one building to another building, reasonable severance pay to employees that may be affected, penalties for early loan repayments, and reasonable overhead expenses required by such termination, but, not for lost profit or other anticipated gain from the operations authorized hereunder or anticipated sale or assignment of the Concessioner's assets, including this contract or any of its benefits.

SEC. 13. ASSIGNMENT OR SALE OF INTERESTS. (a)

(1) The Concessioner and/or any person or entity which owns a controlling interest (as herein defined) in a Concessioner's ownership, (collectively defined as the "Concessioner" for the purposes of this section) shall not assign or otherwise sell or transfer responsibilities under this contract or the concession operations authorized hereunder, not sell or otherwise assign or transfer (including, without limitation mergers, consolidations, reorganizations or other business combinations) a controlling interest in such operations, this contract, or a controlling interest in the Concessioner's ownership, as defined herein, without the prior written approval of the Secretary. Failure to comply with this provision or the procedures described herein shall constitute a material breach of this contract for which this contract may be terminated immediately by the Secretary without regard to the procedures for termination for default described in Section 11 hereof, and, the Secretary shall not be

obliged to recognize any right of any person or entity to any interest in this contract or to own or operate the operations authorized hereunder acquired in violation hereof.

(2) The Concessioner shall advise the person(s) or entity proposing to enter into a transaction described in Subsection (a)(1) above that the Secretary shall be notified and that the proposed transaction is subject to review and approval by the Secretary. The Concessioner shall request in writing the Secretary's approval of the proposed transaction and shall promptly provide the Secretary all relevant documents related to the transaction, and the names and qualifications of the person(s) or entity involved in the proposed transaction.

(b) (1) The Secretary, in exercising the discretionary authority set forth herein, shall among other matters, take into consideration the management qualifications of individuals or entities which would thereby obtain an interest in the facilities or services authorized hereunder, the experience of such individuals or entities with similar operations, and the ability of such individuals or entities to operate the concession operations authorized hereunder in the public interest under the regulation of the Secretary.

(2) For purposes of this section, the term "controlling interest" in a Concessioner's ownership shall mean, in the instance of a corporated concessioner, an interest beneficial or otherwise, of sufficient outstanding voting securities or capital of the Concessioner so as to permit exercise of substantial managerial influence over the operations of the concessioner, and, in the instance of a partnership, limited partnership, joint venture or individual entrepreneurship, any beneficial ownership of the capital assets of the Concessioner sufficient to permit substantial managerial influence over the operations of the Concessioner. The Secretary will determine at the request of interested parties whether or not an interest in a Concessioner constitutes a controlling interest within the meaning hereof.

(c) The Concessioner may not enter into any agreement with any entity or person except employees of the Concessioner to exercise substantial management responsibilities for the operation authorized hereunder or any part thereof without written approval of the Secretary at least 30 days in advance of such transaction.

(d) No mortgage shall be executed, and no bonds, shares of stock or other evidence of interest in, or indebtedness upon, the assets of the Concessioner, including this contract, in the area, shall be issued, except for the purposes of installing, enlarging or improving, plant equipment and facilities, provided that, such assets, including possessory

interests, or evidences of interests therein, in addition, may be encumbered for the purposes of purchasing existing concession plant, equipment and facilities. In the event of default on such a mortgage, encumbrance, or such other indebtedness, or of other assignment transfer, or encumbrance, the creditor or any assignee thereof, shall succeed to the interest of the Concessioner in such assets but shall not thereby acquire operating rights or privileges which shall be subject to the disposition of the Secretary.

SEC. 14. APPROVAL OF SUBCONCESSION CONTRACTS. All contracts and agreements (other than those subject to approval pursuant to Section 13 hereof) proposed to be entered into by the Concessioner with respect to the exercise by others of the privileges granted by this contract in whole or part shall be considered as subconcession contracts and shall be submitted to the Secretary for his approval and shall be effective only if approved. In the event any such subconcession contract or agreement is approved the Concessioner shall pay to the Secretary within 60 days after the 31st day of December each year a sum equal to fifty percent (50%) of any and all fees, commissions, or compensation payable to the Concessioner thereunder, which shall be in addition to the franchise fee payable to the Secretary on the gross receipts of subconcessioners as provided for in Section 9 of this contract.

SEC. 15. INSURANCE AND INDEMNITY.

(a). General

The Concessioner shall save, hold harmless, defend and indemnify the United States of America, its agents and employees for losses, damages or judgements and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, arising out of the activities of the Concessioner, his employees, sub-contractors or agents under the contract. The types and amounts of insurance coverage purchased by the Concessioner shall be approved by the Secretary. The Concessioner shall, annually, or at the time insurance is purchased, provide the Secretary with Certificates of Insurance, Broker's Analysis or similar documents sufficient to evidence compliance with this section and shall provide the Secretary thirty (30) days advance written notice of any material change in the concessioners insurance program hereunder.

(b). Property Insurance

The Concessioner at its cost shall secure and maintain, for both Concessioner improvements and assiated government improvements, fire, extended coverage and such other perils, insurance in such types and limits as are determined by

the Secretary to be necessary to repair or replace those buildings, structures, equipment, furnishings, betterments and improvements, and merchandise necessary to satisfactorily discharge the Concessioner's obligations under this contract. For insurance purposes, values of such property shall be determined at the inception of this contract and updated annually thereafter. Those values currently in effect are set forth in Exhibit "E" to this contract. Such insurance shall provide for the Concessioner and the United States of America to be named insureds as their interest may appear. Insurance provisions respecting replacement at the "same site" shall be waived. In the event of loss the Concessioner shall use all proceeds of such insurance to repair, rebuild, restore or replace Concessioner and Government Improvements, equipment, furnishings and other personal property hereunder, as directed by the Secretary. The lien provision of Section 10 shall apply to such insurance proceeds.

The Concessioner shall purchase the following additional property coverages:

(c). Additional Property Damage

Requirements--Government Improvements,

Property and Equipment

The following additional requirements shall apply to structures all or any part of which are "Government Improvements" as defined in Section 4(b).

(1) The insurance policy shall contain a loss payable clause approved by the Secretary which provides that insurance proceeds shall be paid directly to the Concessioner without requiring endorsement by the United States.

(2) The use of insurances proceeds for repair or replacement of Government structures will not alter their character as Government structures and the Concessioner shall gain no possessory interest therein.

(d). Public Liability

The Concessioner shall purchase and maintain during the term of this contract Comprehensive General Liability insurance against claims occasioned by actions or omissions of the Concessioner in carrying out the activities and operation authorized hereunder. Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of

such activities authorized herein, but in any event not less than (\$100,000) for bodily injury per person and (\$100,000) per accident and property damage of at least (\$25,000) per occurrence. All liability policies are to specify that the insurance company shall have no right of subrogation against the United States of America except that caused by the sole negligence of the United States or its employees and have no recourse against the government for payment of any premiums or assessments.

Specific types of coverages the Concessioner shall purchase and maintain during the term of this contract include Comprehensive General Liability, with extensions which provide Product Liability and Contractual Liability and Liquor Liability if liquor is served.

The Concessioner shall also obtain the following additional coverages:

a. Automobile Liability

The Concessioner shall provide the following coverages respecting vehicles owned and/or operated by the Concessioner: Comprehensive Automobile Liability, Uninsured Motorist coverages, and Statutory "No-Fault" coverages, as required by the state of operation.

b. Workers' Compensation

Statutory Workers' Compensation as required in the state of operation, Employers' Liability coverage (Broad Form "All State" coverage, if the Concessioner operates in more than one state), Voluntary Compensation endorsement, and (Employers' Liability in states with monopolistic Workers' Compensation funds).

SEC. 16 PROCUREMENT OF GOODS, EQUIPMENT, AND SERVICES. In computing net profits for any purposes of this contract, the Concessioner agrees that its accounts will be kept in such manner that there will be no diversion or concealment of profits in the operations authorized hereunder by means of arrangements for the procurement of equipment, merchandise, supplies, or services from sources controlled by or under common ownership with the Concessioner or by any other device.

SEC. 17 DISPUTES. (a) Except as otherwise provided in this contract, any dispute, or claim, concerning this contract which is not disposed of by agreement shall be decided by the Director, National Park Service, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Concessioner. The decision of the Director shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Concessioner mails or otherwise furnishes to the Director a written notification of appeal addressed to the Secretary. In accordance with the rules of the Board of Contract

Appeals, the decision of the Secretary or his duly authorized representative for the determination of such appeals, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Concessioner shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute or claim hereunder, the Concessioner shall proceed diligently with the performance of the contract or as otherwise required in accordance with the Director's decision.

Claims shall be considered hereunder only if a notice is filed in writing with the Director within 30 days after the Concessioner knew or should have known of the facts or circumstances giving rise to the claim.

(b) This section does not preclude consideration of legal questions in connection with decisions provided for in paragraph (a) above; provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

(c) The provisions of this clause shall not apply to any claim of a precontractual nature nor of a non-contractual nature such as tort claims, nor with respect to discretionary acts or refusals to act by the United States, including but not limited to the establishment of utility rates and rates to the public hereunder and terminations or suspensions of the contract for protection of visitors or area resources nor to any other discretionary relief or action, nor in relation to action or inaction by the United States in its sovereign capacity. Decisions of the Director, National Park Service, concerning the matters mentioned in this subsection shall be final administrative determinations.

SEC. 18 GENERAL PROVISIONS. (a) Reference in this contract to the "Secretary" shall mean the Secretary of the Interior, and the term shall include his duly authorized representatives.

(b) The Concessioner is not entitled to be awarded or to have sole negotiating rights to any Federal procurement or service contract by virtue of any provision of this contract.

(c) Notwithstanding any other provision hereof, the Secretary reserves the right to provide directly or through cooperative or other non-concession agreements with non-profit organizations, any accommodations, facilities or services to area visitors which are part of and appropriate to the park interpretive program.

(d) That any and all taxes which may be lawfully imposed by any State or its political subdivisions upon the property or business of the Concessioner shall be paid promptly by the Concessioner.

(e) No member of, or delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

(f) This contract may not be extended, renewed or amended in any respect except when agreed to in writing by the Secretary and the Concessioner.

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals.

Dated at SAN FRANCISCO, CALIFORNIA, this
18th of October, 1983.

UNITED STATES OF AMERICA

BY Howard H. Chapman
Regional Director

WESTERN REGION

CORPORATIONS

ATTEST:

BY [Signature]

TITLE Secretary

TWA Services, Inc.
(Concessioner)

BY George B. Joney

TITLE President

DATE June 29, 1983

EXHIBIT "A"

GOVERNMENT-OWNED STRUCTURES ASSIGNED TO

TWA SERVICES, INC.

pursuant to

CONCESSION CONTRACT NO. CC 8073-3-0017

<u>Building Number</u>	<u>Description</u>	<u>Annual Fee</u>
	Curio Shop, Food Service, Storage and Office Building Areas	Based on Two Percent (2%) of Gross Receipts on an annual basis as defined

Total amount due pursuant to
subsection 9(a)(1).

Approved, effective
BY:

18 OCT 1983

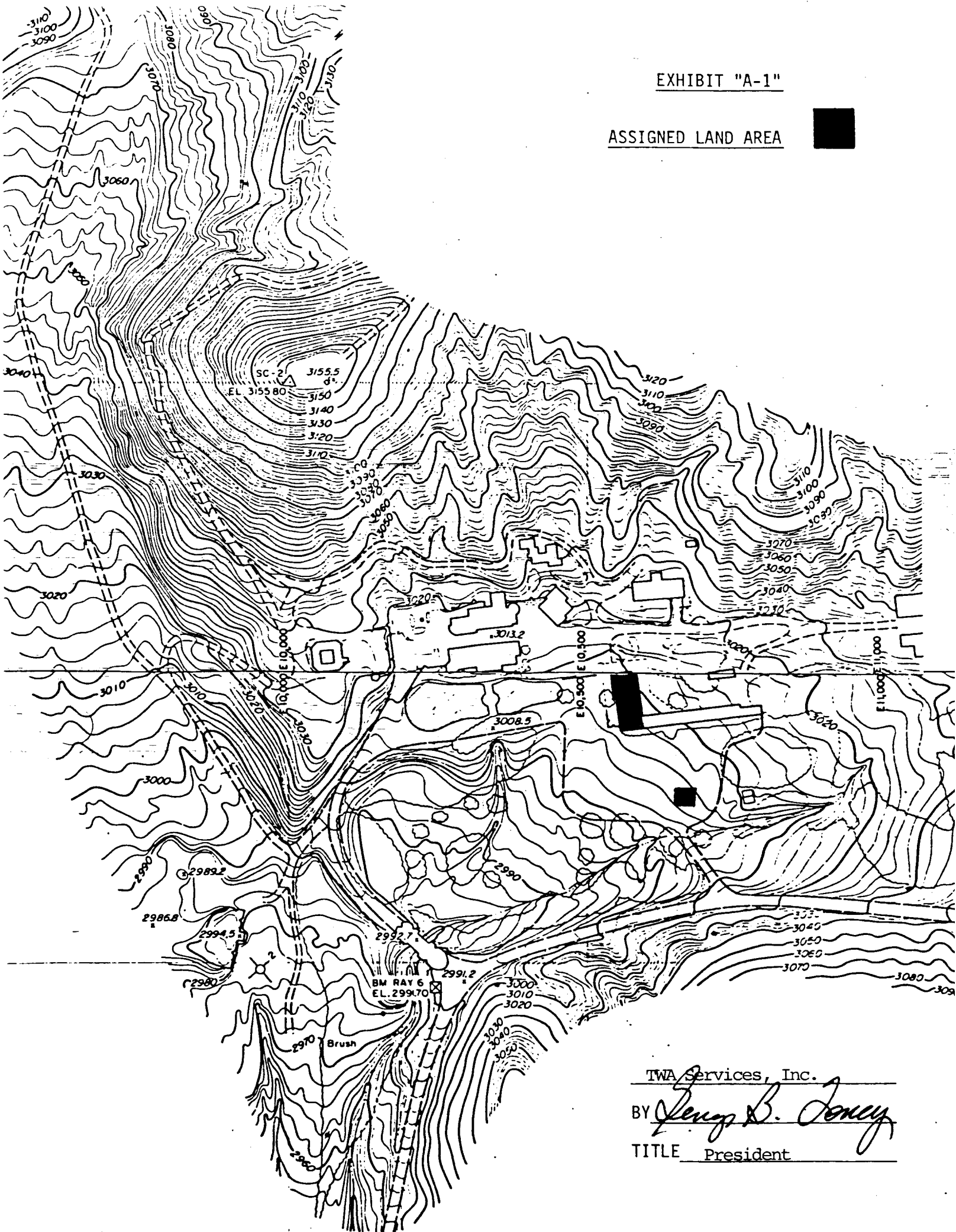
TWA Services, Inc.

BY

James B. Joney
TITLE President

UNITED STATES OF AMERICA

Lawrence H. Chapman
REGIONAL DIRECTOR
WESTERN REGION



TWA Services, Inc.
BY Jerry B. Jency
TITLE President

BY Kenny B. Joney
TITLE President

EXHIBIT "B"

Concession
Contract No.: CC 8073-3-0017

NONDISCRIMINATION

SECTION I

Requirements Relating to Employment
and
Service to the Public

A. EMPLOYMENT: During the performance of this contract, the Concessioner agrees as follows:

(1) The Concessioner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Concessioner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Concessioner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary setting forth the provisions of this nondiscrimination clause.

(2) The Concessioner will, in all solicitations or advertisements for employees placed by or on behalf of the Concessioner, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Concessioner will send to each labor union or representative of workers with which the Concessioner has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Secretary, advising the labor union or workers' representative of the Concessioner's commitments under Section 202 of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Concessioner will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Concessioner will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Concessioner's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Concessioner's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Concessioner may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Concessioner will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Concessioner will take such action with respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Concessioner becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary, the Concessioner may request the United States to enter into such litigation to protect the interests of the United States.

B. CONSTRUCTION, REPAIR, AND SIMILAR CONTRACTS:
The preceding provisions A(1) through (7) governing performance of work under this contract, as set out in Section 202 of Executive Order No. 11246, dated September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, shall be

applicable to this contract, and shall be included in all contracts executed by the Concessioner for the performance of construction, repair, and similar work contemplated by this contract, and for that purpose the term "contract" shall be deemed to refer to this instrument and to contracts awarded by the Concessioner and the term "Concessioner" shall be deemed to refer to the Concessioner and to contractors awarded contracts by the Concessioner.

C. FACILITIES: (1) Definitions: As used herein: (i) Concessioner shall mean the Concessioner and its employees, agents, lessees, sublessees, and contractors, and the successors in interest of the Concessioner; (ii) facility shall mean any and all services, facilities, privileges, and accommodations or activities available to the general public and permitted by this agreement.

(2) The Concessioner is prohibited from: (i) publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex or national origin; (ii) discriminating by segregation or other means against any person because of race, color, religion sex, or national origin in furnishing or refusing to furnish such person the use of any such facility.

(3) The Concessioner shall post a notice in accordance with Federal regulations to inform the public of the provisions of this subsection, at such locations as will ensure that the notice and its contents will be conspicuous to any person seeking accommodations, facilities, services, or privileges. Such notice will be furnished the Concessioner by the Secretary.

(4) The Concessioner shall require provisions identical to those stated in subsection C herein to be incorporated in all of the Concessioner's contracts or other forms of agreement for use of land made in pursuance of this agreement.

SECTION II: EMPLOYMENT OF THE HANDICAPPED

Within 120 days of the commencement of a contract every Government contractor or subcontractor holding a contract that generates gross receipts which exceed \$50,000 or more and having 50 or more employees shall prepare and maintain an affirmative action program at each establishment which shall set forth the contractor's policies, practices and procedures in accordance with the affirmative action program requirement.

PART A

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

PART B

The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

PART C

In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

PART D

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

PART E

The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

PART F

The contractor will include the provisions of this clause in every subcontract that generates gross receipts which exceed \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so

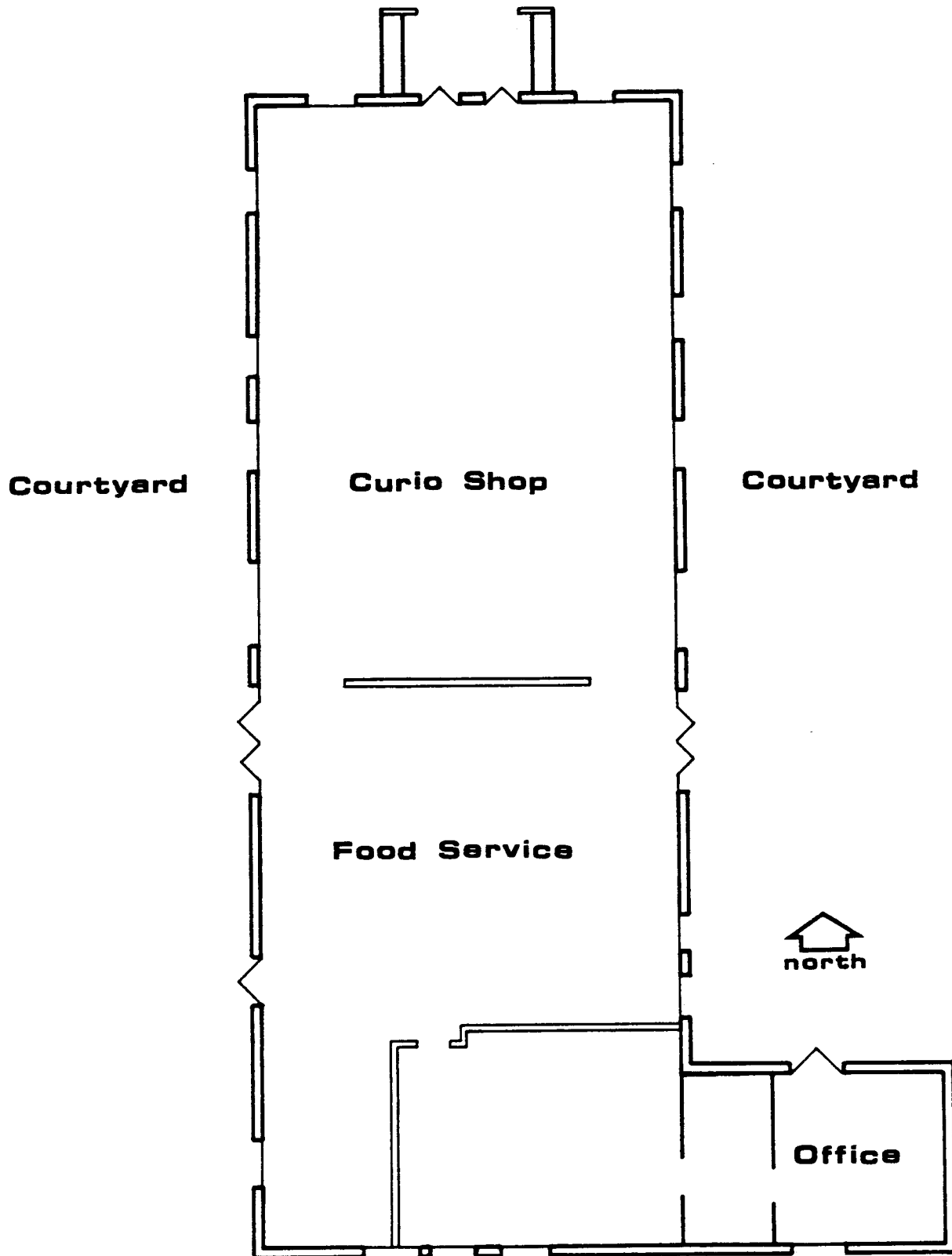
that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

EXHIBIT "C"

RIGHT OF FIRST REFUSAL

Pursuant to Subsection 2 (c)

EXHIBIT "C"



SCOTTYS CASTLE
TWA Concessions

EXHIBIT "D"

Pursuant to Subsection 6 (a) (1), the Concessioner has no
possessory interest assets.

"NONE"

EXHIBIT "E"

BUILDING REPLACEMENT COST FOR INSURANCE PURPOSES

CONCESSIONER: TWA SERVICES, INC.

CONCESSION CONTRACT NO: CC 8073-3-0017

FOR THE OPERATING YEAR: STARTING January 1, 1983

AND ENDING December 31, 1983

The replacement costs set forth herein are established for the sole purpose of insuring adequate property insurance coverage and shall not be construed as having application for any other purpose. See attached EXHIBIT "E-1".

I GOVERNMENT BUILDINGS

<u>Building No.</u>	<u>Description</u>	<u>Insurance Replacement Value</u>
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II CONCESSIONER BUILDINGS

<u>Building No.</u>	<u>Description</u>	<u>Insurance Replacement Value</u>
---------------------	--------------------	--

TWA Services, Inc.

Concessioner

BY

Title President

Date _____

UNITED STATES OF AMERICA

James L. Chapman
REGIONAL DIRECTOR
WESTERN REGION



Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED HEREIN.

EXHIBIT "E-1"

NAME AND ADDRESS OF AGENCY

FRED S. JAMES & CO. OF ILLINOIS
230 WEST MONROE STREET
CHICAGO, ILLINOIS 60606

COMPANIES AFFORDING COVERAGES

COMPANY LETTER **A** TRANSPORTATION INSURANCE COMPANY (CN)

COMPANY LETTER **B** CONTINENTAL CASUALTY COMPANY (CNA)

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

NAME AND ADDRESS OF INSURED

CANTEEN CORPORATION, Its Divisions & Subsidiaries
MERCHANDISE MART PLAZA
CHICAGO, ILLINOIS 60654

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> PREMISES—OPERATIONS <input checked="" type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD <input checked="" type="checkbox"/> UNDERGROUND HAZARD <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input checked="" type="checkbox"/> CONTRACTUAL INSURANCE <input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS <input checked="" type="checkbox"/> PERSONAL INJURY <input checked="" type="checkbox"/> Liquor Liability	CCP 007 406664 AND RDX 178 4349	1-1-84 1-1-84	BODILY INJURY	\$	\$
				PROPERTY DAMAGE	\$	\$
B				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000	\$ 1,000
				PERSONAL INJURY		\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> HIRED <input checked="" type="checkbox"/> NON-OWNED	BUA 005 989100 (Except Mass. & Texas) CCP 007 406664 (Texas)	1-1-84	BODILY INJURY (EACH PERSON)	\$	
				BODILY INJURY (EACH ACCIDENT)	\$	
A				PROPERTY DAMAGE	\$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
A*	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY	WC 005 386438 WC 005 386439 (Calif.)	1-1-84	STATUTORY		
					\$ 500	** (EACH ACCIDENT)
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

* ALL STATES EXCEPT OREGON & MONO. FUND STATES ** CALIF. — UNLIMITED

30 Days Advance Notice Will Be Given Certificate Holder In Event of Cancellation or Change In Coverage.

NAME AND ADDRESS OF CERTIFICATE HOLDER

U.S. Department of Interior
National Park Service
Death Valley National Park Monument
Death Valley = Ca. 92328

DATE ISSUED: April 16, 1982

W. P. Reilly
AUTHORIZED REPRESENTATIVE

SCHEDULE OF MENU RATES

BREAKFAST

8 A.M. to 10:30 A.M.

Continental Breakfast

Choice of Juice (7 oz.) with Sweet Roll (5")	
and Coffee	1.90

Cold Cereal (1 individual package) served with	
Milk (8 oz.)	1.95

Sweet Roll (5") Heated95
----------------------------------	-----

BEVERAGES

Coffee (8 oz.) (with one refill) . . . . .	.45
Hot Tea (8 oz.) . . . . .	.50
Hot Chocolate (8 oz. ) . . . . .	.50
Milk (8 oz.) . . . . .	.50
Orange Juice (7 oz.) . . . . .	.60
Soft Drinks (12 oz.) . . . . .	.50
Iced Tea (12 oz.) . . . . .	.50
Lemonade (12 oz.) . . . . .	.50

LUNCH

Western Chili and Beans (10 oz.) served with Crackers	1.90
or topped with cheese.	2.15

SPECIALS"Prospector"

Tangy Bar-B-Que Beef (4 oz.) piled high on a bun	2.25
--	------

"Mule Team"

A Large Hot Dog (5:1) served on a bun.	1.85
or topped with Chile (4 oz.)	2.50

"Coyote Special"

Sliced Ham (3 oz.) served on a bun	2.50
with American Cheese (1 oz.)	2.75

"Scotty's Grubstake"

A Quarter Pound Ground Beef Patty (80/20) served	
on a bun	1.85
or with American Cheese (1 oz.)	2.10

"Super Banana Strike"

Two Quarter Pound Ground Beef Patties served
on a Bun 2.75
or with American Cheese (2 oz.) 2.95

"Gold Strike"

Sliced American Cheese (2 oz.) served on a bun 1.60

NOTE: All Sandwiches will be served with Choice of
Condiments (Mustard, Mayonnaise, Catsup, and
Relish) and Potato Chips

SIDE ORDERS

French Fries (4 oz.) . . . . .	.65	Chocolate Pudding (3 oz.) . . . . .	.65
Potato Salad (3 oz.) . . . . .	.65	Vanilla Pudding (3 oz.) . . . . .	.65
Macaroni Salad (3 oz.) . . . . .	.65	Nacho Chips with	
Nacho Chips (4 oz.)	1.00	Chili (6 oz.)	1.50

ICE CREAM

Ice Cream Cone (5 oz.) 60

MISCELLANEOUS ITEMS

Candy and Gum Suggested Retail Price
Cigarettes, per pack (tax included) 85

DATE NATIONAL PARK SERVICE APPROVED: NOV. 27, 1981

MAINTENANCE AGREEMENT
BETWEEN
TWA SERVICES, INC. AND NATIONAL PARK SERVICE

This is an agreement between TWA Services, Inc., concessioner at Death Valley National Monument, and the National Park Service under the terms of Contract Number 9900C20102.

TWA Services, Inc. will hereafter be referred to as the Concessioner and the National Park Service referred to as the Service.

The purpose of this agreement is to establish the responsibilities to be performed by the Concessioner and the Service at Scottys Castle, Death Valley, California.

Any alterations, additions, or improvements to be made by the Concessioner within or outside structures and facilities owned or used by the Concessioner shall have the prior approval of the Service.

Responsibilities are agreed to as follows:

BUILDING ASSIGNMENTS

1. Curio shop and food service area, also known as old garage, including attached office (see map) will be assigned to the Concessioner by the Service.
2. Storage room, a room in the basement of the Hacienda or guest house for storage
3. Service station; the concessioner will be assigned the service station and pump island.
4. Housing quarters for employees will be provided by the Service at a regular established rate.

WATER LINES

The Service will maintain the water system from the source to within five feet of facility served. From that point to and including the facility itself, waterline maintenance will be the responsibility of the Concessioner.

LPG LINES

The Service will maintain the LP Gas lines from the source to within five feet of the facilities served. From that point to and including the facility itself, LP Gas maintenance will be the responsibility of the Concessioner.

SEWER SYSTEM

- .. The Service will maintain the sewage disposal system and all sewer lines up to five feet from the Concession operated facility. Concessioner is responsible that no significant amount of grease is introduced into the sewer system.

ELECTRICAL LINES AND LIGHTING

The primary and secondary electrical lines are maintained by Southern California Edison. Maintenance and replacement of electrical lines from meters to service panels at operated facilities are the responsibility of the Service. All electrical maintenance beyond the service panels or boxes are the responsibility of the Concessioner. Any excavation in the area should be cleared with the Service to prevent interruptions of the electrical service. All exterior lighting attached to concession assigned structures will be maintained by the Service. Any intercom or other line utilized for business will be maintained by the Concessioner.

ROADS AND WALKS

The Service will maintain all access roads and public parking areas, covered walks and building walkways in the assigned area, with the exceptions of the Concessioner's specific responsibilities under Litter and Sanitation.

BUILDINGS

The Concessioner is responsible for performing the following maintenance on government buildings assigned (curio, food service, office, service station). Maintenance on the store room in the Hacienda includes cleaning only.

Buildings Interior

1. Touch up or repair painting will be a responsibility of the Concessioner.
2. Repair and upkeep of interior wood trim around doors and windows to be accomplished as needed.
3. Repair of plumbing, plumbing fixtures, electric wire, and electric fixtures as needed in the routine operation.
4. Heating and cooling systems servicing, repairs, and operation are the responsibility of the Concessioner.
5. Concessioner shall repair and maintain interior building floors, floor coverings, and walking surfaces. All exterior walking surfaces around buildings shall be the responsibility of the Service.
6. The Concessioner shall provide all cleaning supplies, vacuum cleaners, rug shampooer, lamp bulbs, shade replacements and other minor items and cleaning services that will ensure a neat and clean appearance to the interior.
7. Inside cleaning and inspection of chimneys, fireplaces and exhaust ducts will be done by the Concessioner.
8. Window cleaning, inside and out shall be maintained by the Concessioner.
9. All appliances and equipment owned or leased by Concessioner, used to serve the visitors, shall be maintained and/or replaced by the Concessioner.

Buildings Exterior

1. The Service will perform the cyclic painting or staining of the exterior wood of all buildings at least every five years or more frequently when appropriate.
2. Broken or cracked window glass shall be replaced by the Service. Concessioner will be responsible for material cost.
3. Leaky roofs shall be repaired as needed by the Service except where air conditioning and ventilation ducts were installed.

SIGNS

The Concessioner will be responsible for installation, maintenance, and replacement of exterior signs relating to his operation. Such signs shall conform to the Service standards and have prior approval of the Service before installation. Signs relating to interpretation, general park information, and traffic control will be the responsibility of the Service.

LITTER AND SANITATION

The Concessioner will be responsible for cleanliness in the assigned spaces and the following surrounding areas:

1. Curio, food service, and office

All concrete areas on north side including porch, all concrete areas on west side including the garbage bin and storage area under bench, concrete area on the east side to the beginning of the fire truck stall. The south side of the building shall be maintained by the Service.

2. Service station

All areas within 20 feet of the building

BUILDING FIRE PROTECTION

The Service will maintain the primary water system. The Service will also maintain the fire hydrants or stand-pipes on this system. The Concessioner will maintain kitchen fire suppression system in working condition and inspected annually in conformance with NFPA 101.

Service and Concessioner representatives will conduct on-site inspection to insure mutual compliance to the conditions stated herein. This memorandum will be reviewed annually.

This Maintenance Agreement shall remain in effect during the life of the contract.

Superintendent

Concessioner

Courtyard

00000000

Curio Shop

Food Service

Courtyard

Gratias agere - TIAA procession

1891

U.S. DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
DEATH VALLEY NATIONAL MONUMENT

OPERATING PLAN, TWA SERVICES, INC.

I. Management, Organization, and Responsibilities

A. Responsibilities of the Concessioner

The concession operations management at Scottys Castle will be under the direction of a resident Operation Manager. The Operation Manager will be assisted by professionals that will be provided by the corporate office. The Operation Manager will answer directly to the General Manager or his staff as authorized.

The Operation Manager is responsible for carrying out the policies and directives of the National Park Service as well as those of TWA Services, Inc. in the day-to-day operation at Death Valley National Monument.

The General Manager of TWA Services has the total responsibility for complying with the policies and directives of the National Park Service both in the operation and in the policies of TWA Services, Inc.

The General Manager has the responsibility of answering all letters of complaint and reviewing them periodically with the Scottys Castle Unit Manager or his representative.

The General Manager or designated representative is responsible for answering all National Park Service correspondence promptly.

B. National Park Service

1. Responsibilities of Superintendent and Scottys Castle Unit Manager

The Superintendent is the Park Manager with responsibility for the total park operation which includes the concession operation. The Superintendent has the responsibility to carry out the policies and directives of the National Park Service, including contract management of the concessioner. Through the Scottys Castle Unit Manager he will review, supervise, and co-ordinate the activities of the concessioner as they relate to Death Valley National Monument. This will include review of Equal Employment Opportunity policy and Affirmative Action Plan, inspection of facilities, approving all rates charged in Death Valley National Monument, approving all services offered in Death Valley National Monument, evaluating all concession operations, authorizing all improvements to facilities including construction, and monitoring orientation and other activities involved in administering the contract.

2. Responsibilities of Scottys Castle staff

Maintenance Mechanic Foreman. Rehabilitation, roads and trails, buildings and utilities, and construction.

Supervisory Park Ranger Interpretation. Information, fee collection, guided tours, historic and natural interpretation, and curation.

Clerk-Typist Administration. Fiscal, EEO, record keeping, property management and control.

Communications should be between the NPS staff assistants and the concessioner's resident Operations Manager and his representatives whenever possible.

II. Scope and Quality of Service

The scope and quality of service should be outlined to the extent that is reasonable in the approved rate schedule.

The Superintendent through his representatives shall monitor, inspect, and become aware of the product and service quality throughout the year and shall evaluate them with relationship to acceptable standards and contract agreement.

The concessioner shall also monitor, inspect, and be aware of their product and service quality for review, improvement, and comparability information.

The food service that is provided should offer a variety in food type. It should emphasize sanitary food served in a pleasant manner.

Special assistance will be given to the aged and handicapped.

III. Lost and Found Items

Found items shall be turned in to the park personnel as soon as feasible.

IV. Complaints

Through the normal operating season complaints will begin to take on a pattern that, if evaluated, will provide information on problem areas. Corrective action can then be taken to improve service. The National Park Service and the concessioner shall each compile such an evaluation of written complaints received and together review them on an annual basis. The National Park Service and Operations Manager shall each answer all written complaints covering concessioners and provide each other with copies of their correspondence.

The National Park Service is required to investigate all complaints, and the concessioner will cooperate with these investigations to determine what happened and why.

Complaints are to be resolved by the concessioner and complainant on-site insofar as is possible.

V. Reduced Rates to National Park Service Personnel

Reduced rates to employees of the National Park Service are prohibited.

VI. Safety and Sanitation

A. Safety

The concessioner will work closely with the Castle staff in the safety, accident prevention and hazard reduction program for the protection of employees, park visitors, and property.

B. Sanitation

Concession employees will be trained in proper sanitation methods to meet United States Public Health Service standards.

Sanitary inspection may be made without prior notice by the United States Public Health Service, California State Department of Health, or Inyo County Health Department as well as by the National Park Service.

The concessioner will adequately pass all sanitary or public health inspections with not less than 70 points.

VII. Security and Protection

A. National Park Service

The National Park Service will respond to all fires in concession facilities and grounds with available manpower and fire suppression apparatus.

The National Park Service will respond to emergency calls involving public safety, civil disturbances and violations of the law.

The National Park Service will record all accidents and will investigate all accidents requiring medical attention and all law enforcement or security incidents and violations.

B. Concessioner

The concessioner will provide and maintain the fire suppression system in the kitchen area. All other fire extinguishers will be maintained by the National Park Service.

The concessioner will, in cooperation with the National Park Service, train its employees for structural fire suppression.

4

VIII. Employees and Employment

A. Recruitment

The concessioner shall establish, implement, and monitor an EEO Affirmative Action Program as required on an annual basis for approval by the Superintendent. The Affirmative Action Program shall be posted in office and work areas.

B. Training

The concessioner is responsible for training its employees. The National Park Service will provide training to concession employees in public information, safety, park operations, and fire.

C. Housing

NPS will provide housing for up to ten employees and will give priority for the Castle area. Employee housing facilities will be assigned by the National Park Service. Quarters must be kept neat and clean at all times while occupied and meet applicable health standards. Employee housing will be inspected as needed by the concessioner resident Operation Manager and/or Scottys Castle Unit Manager.

IX. Maintenance Schedule

The maintenance schedule is contained in the formal Maintenance Agreement.

X. Rates

A. Concessioner

The concessioner shall provide a list of rates proposed to be charged for goods and services rendered to the public. This rate schedule will be submitted and approved by the National Park Service prior to implementation and posted for public view.

The concessioner should provide comparability data to support proposed rates at the time approval is requested.

B. National Park Service

The Superintendent will approve or disapprove rates and will inform the concessioner of the reason for any disapproval.

Requests for changes in food rates will automatically become effective within 20 working days of receipt of requests in the absence of a reply from the Superintendent.

The Scottys Castle Unit Manager or his representative will make spot checks for rate compliance.

XI. Utilities

The National Park Service will operate and maintain the water and sewer system.

Commercial power is furnished by Southern California Edison Power & Electric, a public utility.

XII. Public Information and Advertising

A. All written advertising matter proposed by the concessioner must be reviewed by the Superintendent.

B. Billboards and outdoor advertising are prohibited within Death Valley National Monument.

C. Concession employees will participate in NPS orientation to provide accurate, up-to-date information concerning the park and nearby areas and the concessioner-National Park Service relationship.

XIII. Assignment and Control of Property

A. The concessioner will be responsible for the building assigned for its operation.

B. Any government owned equipment will be maintained by the concessioner. Any repair exceeding the cost will be replaced by the concessioner at his expense and become his.

C. The concessioner shall continue to maintain property records on all government-owned items.

XIV. Souvenirs and Crafts

The attached souvenirs and native handicraft policy statement (Appendix A) is incorporated into this operational plan. In carrying out this policy, pursuant to this concession contract, the following supplemental requirements will apply:

A. Souvenirs and craft sales outlets will be predominantly handicraft shops and appear so to visitors.

B. Handicraft articles will be physically and visually separated from souvenir items.

C. It is the objective of the National Park Service that the concessioner promote, pursuant to National Park Service criteria, at least one article or a series of articles that are unique to and interpretive of the area and of high quality.

D. The concessioner will be responsible for the maintenance of high standards regarding the merchandising and display of merchandise offered for sale. The Scottys Castle Unit Manager will continually monitor this activity. In carrying out these responsibilities, the Scottys Castle Unit Manager will:

1. Establish criteria for souvenir selection based upon the souvenir and native handicraft policy statement (attached). 1
2. Meet at least annually with the concessioner and give an evaluation of his merchandising program and offer suggestions for improvement.
3. Along with the concessioner, inspect shops from time to time to insure that these guidelines are being followed and that approved rates are being charged.

XV. Concession Building

Special attention will be given the concession building to insure clean floors and clean, well maintained furniture so that the area has a fresh appearance.

XVI. Dining Room

Dining room carpeting should be cleaned and vacuumed often enough so that it does not appear dirty or dusty from below.

XVII. Trash Bin

The trash bin should be washed weekly or sooner if needed by the concessioner. The National Park Service agrees to remove trash from the bin at least two times a week at an approved rate.

XVIII. Signs

All signs will be professionally prepared and be well maintained and neat in appearance. No hand lettered signs will be permitted.

Death Valley National Monument

By: _____

Title: _____

Date: _____

TWA Services, Inc.

By: _____

Title: _____

Date: _____

APPENDIX A
SOUVENIR AND NATIVE HANDCRAFT POLICY AND GUIDELINES

POLICY

1. Souvenirs: The sale of souvenirs shall be limited to those items which serve the mission of the National Park Service and are appropriate for the public use and appreciation of the park.
2. Native Handcraft and Artifacts: The sale of appropriate handcraft articles associated with or interpretive of an area is to be especially encouraged and there should be a continuing effort to enlarge the scope and supply of local handcrafts where these exist and to establish them where they do not.

Archeological specimens or objects of American Indian origin over 100 years old may not be sold regardless of their origin.

GUIDELINES

To carry out these policies the following guidelines apply to the regulation of concessioner's shop:

1. Items which are promoted: Preferred treatment will be given to the selection, display, and sale of handcraft articles which meet the following production standards:
 - (a) That the articles are predominantly handmade;
 - (b) That they are predominantly individually produced under conditions not resembling an assembly line or factory system;
 - (c) That they are produced by using only such devices or machines as allow the manual skill of the maker or makers to condition the overall shape and design of each individual product.

Producers (or associations of producers) of handcraft articles must certify to the concessioner that their products are produced according to the production standards. This may be done as a part of the normal billing procedure through an invoice certification which states: "The merchandise covered in this invoice meets the National Park Service production standards for genuine Native and/or Indian Handcraft."

The Superintendent, the concessioner, or producers should call upon the Regional Arts and Crafts Board concerning the sources, availability, or genuineness of Indian handcraft. Whenever possible, Superintendents and concessioners should cooperate with Craft Guilds. In addition to handcrafts as described above, emphasis should be placed upon the sale of pictures, books, and other publications pertinent to the area, the National Park System, and the conservation movement.

2. Items which may not be sold: The following items are prohibited from sale.

(a) Articles which persons of normal sensitivity might consider obscene, suggestive, indecent, blasphemous, profane, vulgar, or in ridicule of established institutions or customs.

(b) Articles which contain "gag" sayings or depict humor of an earthy type.

(c) Tawdry articles common to a carnival midway but not including unobjectionable merchandise suitable for children's toys or apparel.

(d) Animal skins and taxidermal specimens.

(e) Articles which are mislabeled as to character or origin, or otherwise misrepresented.

3. Appearance of Shops: Shops should be clean, well lighted, and ventilated. Display fixtures should be of good quality and sufficiently separated to allow freedom of movement. Massive displays and large quantities of suspended merchandise should be avoided. Displays of preferred items should be clearly visible. Overall the shops should have an uncluttered appearance.